



City Council Agenda
November 7, 2022
5:30 pm in the City Council Chambers

Invocation – Tim Molter
Pledge of Allegiance

- A. Call to Order
- B. Roll Call
- C. Approval of the Agenda
- D. Public Hearings
- E. Awarding of Bids
- F. Petitions and Communications
 - 1. Resolution accepting a \$333,333.33 donation from the Frank W Veden Charitable Trust for deposit to the Capital Improvements Operations Fund for the Downtown Riverfront Phase 2 project and authorizing the acceptance of future fundraising donations for the project
- G. Consent Agenda
 - 1. Motion approving the open and closed minutes from the October 17, 2022, City Council meeting and the November 2, 2022 Committee of the Whole meeting and work session
 - 2. Motion approving licenses
 - 3. Motion directing the City Attorney to draft an amendment to Chapter 154 of the City Code regarding the definitions and zoning allowing the sale and manufacturing of THC
 - 4. Resolution accepting Minnesota State Grant Agreement No. 1050807 for PI 9350, the Airport Weather Observation System Relocation and Replacement Improvement Project
 - 5. Resolution authorizing the execution of a utility easement with Otter Tail Power Company
 - 6. Resolution gifting various artwork from the Regional Treatment Center to the Otter Tail County Historical Society
 - 7. Resolution decertifying Tax Increment District 4-9
 - 8. Resolution approving a Conditional Use Permit to the Welcome House to house over five and up to ten people in a home zoned R-4 at 314 West Cavour Avenue
- H. Ordinance and Resolutions
 - 1. First reading of Ordinance 31, Eighth Series, Stormwater Management
 - 2. First reading of Ordinance 32, Eighth Series, THC Ordinance
 - 3. First reading of Ordinance 33, Eighth Series, Downtown Riverfront Phase II Bonds
 - 4. Resolution authorizing staff to enter into a Memorandum of Understanding between the Wastewater Treatment Plant of the City of Fergus Falls and the MPCA as a part of the statewide monitoring plan for per-and polyfluoroalkyl substances (PFAS)

5. Resolution authorizing City Staff and the City Attorney to negotiate a Purchase Agreement with Otter Tail Power Company for the purchase of real property Northwest of Pisgah Dam

I. Presentation of Claims \$3,785,570.84

J. Board, Committee and Department Reports

K. Reports from Staff and Administrative Officers

L. Old Business/Unfinished Business

M. New Business

N. Miscellaneous Announcements

November 8 General Election Day. Polls open 7 am-8 pm

November 11 Most city offices and facilities closed for Veterans Day (liquor stores open)
Garbage and recycling normally picked up on Friday is moved to Thursday.
Thursday pickup is moved to Wednesday

November 16 7:00 am Canvass election results, followed by joint work session with
Fergus Falls School District regarding RTC parkland

November 21 5:30 pm City Council meeting

O. Adjournment

If you have special needs for accommodations, please call 332-5436 or TDD 1-800-627-3529 (Minnesota Relay Service).

The City of Fergus Falls holds an open forum session from 5:20-5:30 pm.
Those wishing to participate in the open forum must register by noon the day of the
City Council meeting in the City Administrator's office.



Council Action Recommendation

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Meeting Date: November 7, 2022

Subject: Downtown Riverfront Project Phase 2 Contributions

Recommendation: Accept donation of \$333,333.33 from the Frank W. Veden Charitable Trust for deposit to the Capital Projects Operations Fund for the Downtown Riverfront Phase 2 project. Also accept future fundraising donations for the project.

Background/Key Points: The Frank W. Veden Charitable Trust has committed \$1,000,000 toward the Downtown Riverfront Phase 2 project. The current contribution is the first installment, and the remaining installments will be received by the City over the next two years.

The fundraising committee is also in the process of securing additional funds for the project to meet the fundraising goal.

Budgetary Impact: Contributed funds are integral to the project. The fundraising goal is set at \$2,000,000 and all funds received will be deposited to the capital project fund for this specific project.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:
N/A

City Council Meeting
October 17, 2022

The Fergus Falls City Council held a regular meeting on Monday October 17, 2022, at 5:30 pm in the City Council Chambers. Pastor Jim Johnson gave the invocation, and the Pledge of Allegiance was recited. Mayor Schierer called the meeting to order at 5:34 pm and the following council members were in attendance: Hicks, Fish, Hagberg, Kvamme, Rufer, Thompson and Gustafson. Arneson was absent.

Approval of Agenda

A motion and second were made by Hicks and Thompson to approve tonight's agenda with the addition of a letter of intent for the ShopKo parking lot and the removal of the HVAC equipment request for the golf course from the consent agenda and the motion carried.

Housing Tax Rebate 728 Oak Trail

A public hearing was opened for a housing tax rebate for a single-family home at 728 Oak Trail valued at \$450,000. As no one appeared, the hearing was closed. Hagberg offered **Resolution #196-2022** approving a housing tax rebate for 728 Oak Trail as requested by Gordon and Marie Fuchs, which was seconded by Rufer and was adopted with Hicks voting in opposition.

Housing Tax Rebate 3216 Pebble Shores Drive

A public hearing was opened for a housing tax rebate for a single-family home at 3216 Pebble Shores Drive valued at \$1,800,000. As no one appeared, the hearing was closed. Hicks commented on his opposition of these larger valued homes receiving the tax rebate and felt those funds would be better spent helping those struggling to get into lower valued homes. Kvamme agreed and said he would conform with the council's previous commitment to the tax rebate program but asked the council to review the program and goals. The city has agreed to follow the county's program through 2024, and the program is also available for rehabbing older homes and replacing aging housing stock. The new Communications Manager will assist in spreading the word about those aspects of the program. Fish offered **Resolution #197-2022** approving a housing tax rebate for 3216 Pebble Shores Drive as requested by Dustin and Stefani Christensen, which was seconded by Rufer and was adopted with Hicks voting in opposition.

Consent Agenda

The following items were approved under **Resolution #198-2022** by Rufer: Motion approving the minutes of the October 3, 2022, council meeting and work session, and the October 12, 2022, Committee of the Whole meeting. Motion approving the following licenses: Minnesota Lawful Gambling Permit for Fergus Falls Sertoma Club raffle on February 12, 2023, at the Eagles Aerie 2339; Tobacco Elevate (new 2022), Casey's General Stores (Union and Vernon-2023), M & H (2023); Mechanical J Brothers Mechanical Plus (2022); Full On Sale Liquor Eagles Aerie 2339 (2023). **Resolution #199-2022** initiating and combining PI 5347, 5348, 5349, 7212, 7213, 7214, 8227, 8228 & 8229 into City Project 5960, the street reconstruction and utility project on Linden and Laurel; Ordering the Preliminary Engineering Report for CP 5960; Accepting Patchin Messner's professional services proposal for appraisal services in the not to exceed amount of \$9,000. **Resolution #200-2022** accepting Patchin Messner's professional services proposal for appraisal services not to exceed \$11,000; Accepting Terracon's professional services proposal for geotechnical exploration services not to exceed \$8,900 for CP 5959, the Stanton Avenue reconstruction project. Motion directing the City

Attorney to draft an update to City Code Chapter 152, Stormwater Management. Motion establishing a sub-committee of the Natural Resources Advisory Committee for geese management and water quality issues at Lake Alice. **Resolution #201-2022** waiving the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04. The resolution was seconded by Gustafson and was adopted.

Phase I Downtown Riverfront Project

During the 2020 legislative session the city received \$1,750,000 in state bonding for Phase I of the Downtown Riverfront project. In order to receive reimbursement for the funding, the city needs to provide a detailed accounting of the matching sources of funding. The resolution would need to be sent to the Minnesota Department of Employment and Economic Development and Minnesota Management and Budget to complete the grant agreement process. Gustafson offered **Resolution #202-2022** approving matching sources for the state bond funds grant agreement for the Phase I Downtown Riverfront Project, which was seconded by Fish and was adopted.

Resolution of Accounts

Fish offered a resolution authorizing the payments and claims in the amount of \$2,034,438.75, which was seconded by Hagberg and was adopted.

TIF District Term Sheet

Prior to entering into a Development Agreement for the former mill property, the city must define the terms of the proposed TIF District. The developer, Kevin Bartram, is proposing a two phased project with the first phase to be a redevelopment of the historic mill building into a 24-unit boutique hotel, which is estimated to cost \$7,660,000. The developer is requesting a Redevelopment TIF District be created to aid with the redevelopment of the site. The project will be utilizing historic tax credits to help with the redevelopment and the project successfully received a \$130,000 grant from DEED that requires a 50% match from the city, which can come from TIF assistance. The duration of the TIF assistance will be a 21-year term with the anticipated \$63,256 in TIF revenue generated annually. This TIF revenue stream could be able to support a TIF pay-as-you-go principal note of \$788,000 based on a 4.5% interest rate and the developer has agreed to the terms. Kvamme offered **Resolution #203-2022** approving a term sheet for the development agreement of the TIF District for the former flour mill project, which was seconded by Hagberg and was adopted.

Letter of Intent City Parking Lot ShopKo

Earlier this year the city terminated a Purchase Agreement with River's Edge Development for the city-owned parking lot adjacent to the former ShopKo business after the developer determined their project was no longer feasible. A new request has come in from GoodNeighbor Properties LLC for this parking lot. They requested entering a letter of intent with the city to secure the city-owned parking lot for future development. Future development would be contingent on the results of a market analysis the developer would conduct. GoodNeighbor and River's Edge Investments are in private conversation about the larger Shopko lot. Mayor Schierer spoke about the possible future development and the exciting opportunities and investment that developers like GoodNeighbor and Kevin Bartram are making in our downtown. Fish offered **Resolution #204-2022** authorizing staff and the City Attorney to enter a letter of intent between GoodNeighbor Properties LLC and the City of Fergus Falls for the city-owned parking lot adjacent to the former Shopko building, which was seconded by Rufer and was adopted.

The meeting adjourned to a closed meeting at 5:54 pm for attorney-client privilege as permitted by MN Stat. Sect. 13D.05, subd.3(b).

Lynne Olson

Open Forum

Russ Hall, no address provided suggested the city work with local utilities to bury the power lines along Lincoln Avenue to prevent power losses in this business corridor when the power goes down. He suggested a better disposal system for recovered stolen bicycles and asked the city to consider other sources of communication to broadcast council meetings as many people cannot afford cable service.

John Strauch, 519 W Vasa Avenue spoke about the maintenance issues at the RTC and asked the city to patch up a hole in the roof of the south side of the structure. He encouraged the current and future council's to not neglect the building, but rather find a long-term solution.

DRAFT

Committee of the Whole Minutes
November 2, 2022

The Fergus Falls City Council met as a Committee of the Whole on Wednesday November 2, 2022, at 7:00 am in the City Council Chambers. Mayor Schierer called the meeting to order and the following council members were in attendance: Hicks, Fish, Hagberg, Kvamme, Thompson and Gustafson. Rufer and Arneson were absent.

MPCA Update on PFAS Sampling

The Minnesota Pollution Control Agency (MPCA) is working on an initiative to determine the presence of per-and polyfluoroalkyl (PFAS) chemicals in landfills. These substances are found in food packaging, upholstery, carpeting, clothing, firefighting foam, and construction materials. While they have some useful traits, these “forever chemicals” may be creating environmental concerns. The MPCA would like to prevent PFAS pollution whenever possible, manage its pollution when prevention is not feasible or if pollution has already occurred and clean up PFAS pollution at contaminated sites. The information they gather would allow them to craft effective policies around PFAS, incorporate this into MPCA programs, identify areas of concern that warrant quick action and support source reduction and pollution prevention. The MPCA prioritized this data collection to landfills with drinking water advisories, facilities with land application of leachate, landfills with unlined areas, compost facilities and lined land disposal facilities based on the risk to human health and the environment. They will use the data to protect human health and the environment, determine where reduction efforts should be prioritized and facilitate the development of an agency-wide regulatory strategy for PFAS. The MPCA would like to enter a Memorandum of Understanding (MOU) with the city to monitor the levels of contamination at the closed landfill. The city has already begun the process of monitoring wells and determined no residential drinking wells have been impacted. The MPCA will pay for one lab approved sampling if the city enters this MOU by mid-November and complete the sampling by June 30, 2023. The city would be responsible for the cost of the second sample which is estimated to cost \$2,000-\$4,500 and this expense would be covered by the city’s closed landfill assurance fund. There is no funding source from the state identified for any remediation work that may need to be done. The Minnesota Department of Health currently makes the determination on the acceptable levels of contamination and while the testing program is voluntary at this point, there is an expectation it will become mandatory once more coordination is completed with the federal government.

Otter Tail County Solid Waste Manager Chris McConn clarified the low levels of contamination that have been found and shared his thoughts that more work should be done to regulate and discontinue the manufacturing of the PFAS products. The county has chosen to not participate in the voluntary program. City Engineer Brian Yavarow asked the council to consider entering into a Memorandum of Understanding with the MPCA to sample the influent wastewater conveyed to the city through the Waste Water Treatment Plant. If the MOU is approved, the city would sample in 2023 and develop a PFAS Pollutant Management Plan. The estimated cost to provide the testing is \$1,600-\$2,000 annually with the sanitary storm sewer enterprise fund to be the funding source. A motion and second were made by Hicks and Thompson to recommend the council authorize staff to enter into the Memorandum of Understanding (MOU) between the City’s WWTP and the Minnesota Pollution Control Agency as a part of the statewide monitoring plan for Per- and Polyfluoroalkyl Substances (PFAS) and the motion carried with Kvamme voting in opposition.

Update on Downtown Riverfront Project Phase II Ordinance

The Fergus Falls Port Authority issued \$1,460,000 in General Obligation Bonds, Series 2021A for the construction of the Downtown Riverfront Project, Phase I improvements. In August of 2021, the City Council adopted Ordinance 16, Eighth Series that provided the Port Authority with the authorization to issue bonds up to \$3,000,000 to finance the downtown riverfront improvements. The council awarded the Phase II construction contract on September 19, 2022 and bonds will need to be issued by the Port Authority to finance a portion of the construction and fundraising to be collected from 2024-2027. The Phase II bonds are estimated to be \$2,125,000. Staff is requesting the original \$3,000,000 bonding authority be expanded to \$3,700,000 to provide the capacity to finance the receipt of donations received from 2024-2027. The bonds are anticipated over a 15 year term and the annual property tax levy for debt service on the bonds is estimated at \$140,000. A motion and second were made by Hagberg and Gustafson to direct the city to adopt an ordinance expanding the bonding authority of the Fergus Falls Port Authority for an additional \$700,000 for the Downtown Riverfront Project, Phase II and the motion carried. The first reading of the ordinance is planned for November 7.

Zoning Update for THC Edibles, Beverages, and Manufacturing

The Planning Commission has been working on proposed language revisions to Chapter 154 of the City Code after the Minnesota State Legislature amended Minnesota Statute 151.72 allowing for the sale of certain edibles and beverages infused with tetrahydrocannabinol (THC), the cannabis ingredient extracted from hemp. The following changes have been suggested:

- Define hemp derived tetrahydrocannabinol (THC) edibles and beverages, hemp processing/manufacturing and hemp/industrial hemp
- Restrict the sale of THC edibles and beverages to B-3, B-5 and B-6 zones
- Amend City Code 154.038, B-3 General Business District, Section B permitted uses to include “retail establishments selling THC edibles and beverages”
- Allow for the manufacturing of THC edibles and beverage products in a zone I-2 (and by extension I-3)
- Amend City Code 154.041, I-1 Planned Industrial District Section B permitted uses to include “hemp processing or manufacturing”
- Permit “hemp processing or manufacturing” by Conditional Use Permit in I-1, B-3, B-5 and B-6 zones

Definitions in City Code Chapter 154.002 should be amended to include:

- Hemp-derived tetrahydrocannabinol (THC) edibles and beverages: any product that is intended to be eaten or consumed as a beverage by humans and contains THC in combination with food ingredients
- Hemp processing or manufacturing: “Processing” means rendering by refinement hemp plants or hemp plant parts from their natural or original state after harvest. Processing includes by is not limited to decortication, devitalization, chopping, crushing, extraction, combining cannabinoids with food ingredients and packaging. Processing does not include typical farm operations such as sorting, grading, baling, and harvesting.
- Hemp or industrial hemp: “Industrial hemp” means the plant *Cannabis sativa* L. and any part of the plant, whether growing or not, including the plant’s seeds and all the plant’s derivatives, extracts, cannabinoids, isomers, acids, salts and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight

basis. Industrial hemp is not marijuana as defined in Minnesota Statutes Section 152.01, subdivision 9.

The Planning Commission and local affected business owners are favorable to these suggestions and do not feel this is overly restrictive. The zoning area recommendations match the zoning provided to tobacco sales. Otter Tail County is proposing a moratorium and if the city has their own rules in place, it gives the city the ability to opt of the moratorium, which will help local businesses. A motion and second were made by Hagberg and Gustafson to recommend the council direct the City Attorney to draft these amendments to City Code Chapter 154 as recommended by the Planning Commission and the motion carried.

PI 9350, Airport Automated Weather Observation System

In June of 2022 the council awarded the construction services contract for PI 9350, the Airport Automated Weather Observation System to Neo Electrical Solutions contingent upon the receipt of a state grant offer. Since awarding the bid and the submission of the grant application, the power source to serve this new site was altered. The FAA is requiring an updated exhibit due to the addition of a new utility easement. Due to the time and cost the city requested Neo Electric to provide a price to install the power source from the existing Glide Slope transformer. The final state grant agreement reflects the revised power feed net increase of \$40,000 and a change order would be issued to reflect the contract revision. The total estimated project cost is \$165,120 and the city would be responsible for 30% of the cost, \$49,536. The cost would be funded by Fund 456. A motion and second were made by Fish and Thompson to recommend the council accept Minnesota State Grant Agreement (No. 1050807) for PI 9350 and the motion carried.

Otter Tail Power Utility Easement Request

Otter Tail Power requested an easement from the city north of Pisgah Dam and south the BNSF railroad on city owned property primarily used as an access into the abandoned Wastewater Treatment Plant. Otter Tail Power would install three new electric power poles with guy wire supports and overhead electric lines as a part of their Express Feeder project. A permanent utility easement is needed to facilitate construction and although an existing city owned watermain lies within the pending easement, adequate separation can be achieved. The new overhead lines must maintain 20 feet of clearance from the overhead conductors to the access road existing grade. Otter Tail Power Company will pay for all recording fees and there are no other fees associated with this request. A motion and second were made by Hicks and Fish to recommend the council authorize staff and the City Attorney to execute Otter Tail Power's easement request and the motion carried.

Gifting Art to the Otter Tail County Historical Society

During a tour of the Regional Treatment Center in 2021 staff found drawings and artwork abandoned in a closet. The Otter Tail County Historical Society was able to identify the work as that of a patient and asked the city to consider donating this artwork to them so it can be viewed by the public and properly preserved. A motion and second were made by Fish and Kvamme to recommend the council authorize staff to execute a deed gifting miscellaneous art from the RTC campus to the Otter Tail County Historical Society and the motion carried.

The meeting adjourned at 7:57 am

Lynne Olson

Council Work Session
November 2, 2022

The Fergus Falls City Council held a work session on November 2, 2022, at 8:00 am in the City Council Chambers. Mayor Schierer called the meeting to order, and the following council members were in attendance: Hagberg, Kvamme, Thompson, Gustafson and Hicks. Fish, Rufer and Arneson were absent.

Bart Fischer of WSB provided an update on the city's Strategic Planning process and outlined the topics and strategies that have been provided. After the initial meeting held earlier this year with the council and department heads, four groups were identified and later combined into two groups. Each group has held two in person meetings and one online meeting. The groups are identifying community goals and priorities and this information will be distilled into short-term, mid-term and long-term goals. "Champions" of these projects will be identified later in the process as well.

Community and Social Development/Infrastructure Committee

Communications

- City creates a monthly or weekly "popular report" or standing city update to proactively provide accurate information to residents across the most effective and efficient communication platforms.
- City conducts monthly updates, provides information on topics of interest and proactively provides accurate information on Facebook Live or similar platforms.
- City is actively engaged in and providing proactive, accurate information on the Daily Journal's "Neighborhood" site.
- Explore and establish with community partners a shared calendar site such as the Daily Journal's shared calendar site.
- Creation of landing pages on all city and community partner websites.
- City defines a brand for the community and uses it on all messaging.

The council discussed the limitations of PEG Access for all residents and the poor sound quality of the meetings. There may also be confusion amongst residents between PEG Access and YouTube. Gustafson suggested a bi-weekly update after the Committee of the Whole meeting so residents understand the action the council will be taking at their upcoming meeting. There were also questions if the Daily Journal's platforms are the best to use and suggestions were made to incorporate the calendars from the City, Chamber, Downtown Council and other partners.

Infrastructure Improvements and Creating a Culture of Pride in Community

- Create and enhance an accurate, consistent, and funded 10-year CIP. Recognize the 5-year CIP is detailed and defined, 5-10-year CIP has more placeholders for priority programming.
- Explore and adopt franchise fees as a stable, dedicated funding source for roads. Communicate to the public the costs of roads, how they will be paid for and the legal restrictions of funding such as special assessments.
- Use the accurate CIP to create an outward facing interactive, public GIS page on the website where the public can point and click to gather numerous pieces of information regarding infrastructure projects and plans. Map out each year of the GIS with cost estimates and

funding sources. Additionally highlight infrastructure needs on the website so the community understands all facets of decision making and prioritization associated with infrastructure projects. Boil down the data/metrics for public understanding and consumption.

- Track main breaks
 - Track problem areas
 - Track maintenance and replacement schedules
 - Create a consistent system of metrics to base maintenance and replacement schedules on
 - Provide information on the various funding mechanisms and how they factor into the maintenance and replacement of infrastructure. Example: State aid funded streets may be replaced sooner than local streets because there is a state aid funding source to replace those roads.
- Develop a strategy to communicate and educate the public on the above.
 - Create an asset management program and metrics for maintenance and replacement of internal infrastructure and capital equipment. Adopt a policy for replacement using both replacement norms and metrics.

The Engineering, Finance and Community Development departments are largely responsible for the CIP plan being developed and it has been a struggle to find the necessary time and resources to dedicate to this plan. There is a need to balance out the needs and wants of the community and the public sentiment changes every two years with an election. Staff understand the public's desire for a more forward-facing interactive platform the community can access, but no funding source has been identified for this software. There was a discussion about the cost involved in defining the scope of underground work to be completed in conjunction with street projects.

Creation of Destination Places

- Continued focus on riverfront improvements and connections
- Create a trail connection to the dairy property, connection to the brewery and other points of attention
- Create a plan, CIP, strategy for park amenity updates and improvements. Explore various revenue streams. Public/private partnerships are great; however they cannot be relied on.
- Encourage/create an activity/equipment rental facility near the river (bikes, kayaks, tubes). Most likely a private enterprise which may use public land to increase recreational aspects of the river.
- Explore opportunities for community kids ages 9-14 that may not be involved in sports. What activities would provide interest and is there a partnership opportunity with the schools or county.

There was discussion about the need to move the sewer pipes and modify the dams to make the river more available for recreational opportunities and the extensive funding that would be needed.

Overall Community Health

- Support and enhance the Fire and Police Department's efforts around mental health awareness. Communicate those strategies to the public.
- Communicate and educate the public on the mental health resources in the community

- Acknowledge the HRA supportive housing project. Investigate additional opportunities for provision of housing and services to increase overall well-being of existing residents.
- Recognize many in need have multiple issues to be addressed and that the solutions are complex and varied. But steps to providing help and community awareness is important even if it doesn't address all issues.
- Recognize and promote amenities within Fergus Falls that support overall health such as parks, trails, the river etc. and these opportunities should not be discounted.

The Police and Fire Department have been developing resources for mental health needs in the community separately and in conjunction with efforts from the County and Lake Region Healthcare. The city cannot resolve the resource/facility problem alone.

Schools

- Continue to support and work with the local high school regarding internships for local businesses and project-based learning opportunities.
- Find other opportunities to connect with kids in the community
- Engage the local college students in the community
 - Community organizations take part in the college's "Welcome Week"
 - Have college student specific events at the Downtown Pavilion
 - Engage and connect the Downtown Riverfront Council with the college/students
 - Create a bike share location on campus

Students from Hillcrest have an acclimation program to the community, so this group's discussion focused on college students.

Solutions to Childcare Challenge

- Support the existing childcare taskforce efforts
 - Conduct an event to educate providers or interested providers on the resources and support available to them
- Compile data around childcare opportunities in the community such as: What is the need/waiting list? Is there a way to work with employers to provide childcare services? Is there an opportunity to partner with the School District on childcare services?
- Repurpose the "old" school sites into childcare facilities

Economic Development and Land Use Committee

Downtown

- Create a downtown historic district which could include design standards, public/private partnerships and could include access to incentives and funding sources. Educate businesses and property owners regarding the benefits of the designation and explain any potential drawbacks
- Conduct a parking study to assess need in downtown as well as a maintenance and replacement schedule for publicly owned lots. Is there an opportunity for shared parking agreements and shared maintenance costs.

- Create wayfinding in downtown especially to parking and commercial establishments not located on the main downtown roads. Example: parking and location awareness for businesses on side streets.
- Incorporate pedestrian safety into all future projects in downtown, specifically at the Lincoln/Union intersection. Evaluate the timing of stoplights and pedestrian crossings so they do not serve as a disincentive to walking or biking downtown.
- Conduct a commercial leakage study to determine what retail and service activities are absent from the community and why/what residents are leaving the community to find.
- Undertake a market study to use for future site selection for specific businesses within the community
 - How many businesses within a drive time of residential density, income and age?
 - What businesses can be sustainable with the existing demographics?
 - Does the community need more residential development to provide economic viability for desired commercial/service businesses?
- The river is an amenity that will bring people downtown if leveraged properly
 - Continued focus on riverfront improvements and connections
 - Conduct river walk improvements
 - Make river dam modifications to allow for better paddling and tubing on the river
 - Optimize opportunities on public land to encourage more activity in the area
 - Encourage entrepreneurship in the downtown and along the river; try differing ideas to see what is in demand
- Partner with the Chamber on a business highlight campaign to focus on individual downtown businesses. Make this a part of the communications strategy coming from the Community & Social Development/Infrastructure Committee.

Economic Development Tools

- Work with the City Council, Chamber and other strategic stakeholders on an update to the business subsidy plan
 - Define when, how, how much, which sites and for what uses will the city consider business subsidies
- Support micro enterprise funding

There was some discussion that a microgrant may not be enough help to start a business and banks may be a better option. Various entrepreneur spaces are available in the community.

Future Development Strategies

- Market study
- Leakage study
- Housing study
 - The consensus was to focus efforts on housing and residential development in the immediate future as the need for commercial and retail development would follow if residential development expanded.
 - The city wants more residential, especially single family detached housing
 - Utilitize the housing study as a marketing tool to attract developers
 - Goal of 50 units per year in the next 5 years
- Specific Opportunities:

Norgren Property (short-term)

Dairy property (short-term)

Redevelopment of old school sites (mid-term)

Former WWTP site (long-term)

Former Kmart site (long-term)

RTC/Kirkbride (long-term)

- Focus on the existing master plan
- Partner with a developer who can assist in implementing the vision for the site based off the master plan
- Break down the vision into smaller phases and steps

While 50 new housing units per year is likely unrealistic, the bigger issue is getting infrastructure to the vacant sites to make them more attractive for development. The Norgren property has 32 platted sites, but no infrastructure. There have been talks with the School District about this site with the hopes that housing would develop around the school, but they prefer a more central location.

Strategic Infrastructure Investment

- Maintain an accurate CIP that aligns with development goals. This can be done in coordination with the recommended strategies of the Community & Social Development/Infrastructure Committee.

Update the Zoning Code

- Prioritize needed areas of improvement or clarity
- Have a zoning code update completed by Dec 31, 2023

The council agreed the strategic planning is on the right track and during the next round of meetings, the committee members will be asked to start prioritizing projects into long, mid and short-range plans. The council wanted realistic expectations and timeframes developed only for projects with a chance of coming to fruition. The council discussed the importance of focusing on the city's core services including fire, police and streets. Kvamme advocated that projects should still be on the long-term CIP in the event funding becomes available.

The meeting adjourned at 9:11 am

Lynne Olson

FOR COUNCIL MEETING— NOV 7, 2022

APPROVALS ON ALL LICENSES ARE CONTINGENT UPON PAPERWORK BEING FILLED OUT CORRECTLY AND COMPLETELY, AND ALL INSURANCES AND BONDS BEING CURRENT.

Full On Sale Liquor-2023

Fiesta Brava
Gunpowder
Bon Vivant

Sign Hanger

Newman Signs – 2023

3.2% Malt Liquor and Wine (Strong Beer Authorization)-2023

The Fabled Farmer

Mechanical License

Fergus Home & Hardware
McDowall Company

Demo Hauler/Building Waste

Ben Wolden Landscaping



City Council Action Recommendation

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Meeting Date:

November 2, 2022- COW

Subject:

Zoning update for THC Edibles, beverages, and manufacturing

Recommendation:

Direct City Attorney to draft amendments to Chapter 154 of City Code as recommended by Planning Commission.

Background/Key Points:

By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minn. Stat. § 151.72 to allow for the sale of certain edibles and beverages infused with tetrahydrocannabinol (THC), the cannabis ingredient extracted from hemp. Municipalities across the state have responded in various ways to the legislation. In Fergus Falls, Council requested that Planning Commission work to update City zoning code to account for the legislative change.

Planning Commission suggests the following changes to City Code:

- Define Hemp-derived Tetrahydrocannabinol (THC) edibles and beverages, hemp processing/ manufacturing, and hemp/ industrial hemp
- Restrict the sale of THC edibles & beverages to B-3, B-5, and B-6 zones
- Amend § 154.038 B-3, GENERAL BUSINESS DISTRICT, Section (B) Permitted uses to include "Retail establishments selling THC edibles & beverages."
- Allow for manufacturing of THC edibles & beverage products in zone I-2 (and by extension I-3).
- Amend § 154.041 I-1, PLANNED INDUSTRIAL DISTRICT, Section (B) Permitted uses to include "Hemp Processing or manufacturing."
- Permit "Hemp Processing or manufacturing" by CUP in I-1, B-3, B-5 AND B-6

§ 154.002 Definitions may be amended to include:

- **Hemp-derived Tetrahydrocannabinol (THC) edibles and beverages:** Any product that is intended to be eaten or consumed as a beverage by humans and contains THC in combination with food ingredients.
- **Hemp Processing or manufacturing.** "Processing" means rendering by refinement hemp plants or hemp plant parts from their natural or original state after harvest. Processing includes but is not limited to decortication, devitalization, chopping, crushing, extraction, combining cannabinoid(s) with food ingredients, and packaging. Processing does not include typical farm operations such as sorting, grading, baling, and harvesting.
- **Hemp or Industrial hemp.** "Industrial hemp" means the plant Cannabis sativa L. and any part of the plant, whether growing or not, including the plant's seeds, and all the plant's derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis. Industrial hemp is not marijuana as defined in Minnesota Statutes section 152.01, subdivision 9.

If Planning Commission's suggestions are approved, a first reading of the ordinance update may occur on November 7.

Budgetary Impact:

Publishing costs (TBD)

Respectfully Submitted:

Klara Beck
Community Development Manager



Council Action Recommendation

Meeting Date:

November 2, 2022 – Committee of the Whole
November 7, 2022 – City Council

Subject:

PI No. 9350 – 2022 Airport Automated Weather Observation System (AWOS) Relocation & Replacement Improvement Project

Recommendation:

- Accept the Mn State Grant Agreement (No. 1050807) for PI No. 9350

Background/Key Points:

In June, this Council awarded the construction services contract to Neo Electrical Solutions contingent on receipt of a State Grant offer. Since the awarding and submission of the grant application, the power source to serve this the new site was altered due to ongoing discussion between the FAA and State Aeronautics. The initial planned electrical service route, requested by MnDOT Aeronautical Operations, consisted of installing a new transformer at the new AWOS location as quoted. However, the FAA responding by requiring an updated “Exhibit A” for the airport due to the addition of a new utility easement. This would be time consuming and costly therefore, we requested a price from the Neo Electric to install the power service from the existing Glide Slope transformer.

The final State Grant Agreement before you reflects the revised power feed net increase amount of \$40,000.00 approximate. A change order will be issued to reflect this contract revision.

Budgetary Impact:

This estimated final cost shares are:

	Estimated Total Cost	MnDOT	Local
		State Eligible Amount (70/30)	Local Eligible Amount (70/30)
Construction Contract - NEO Electric	\$ 139,320.00	\$ 97,524.00	\$ 41,796.00
Eng. Final Design & CA - SEH	\$ 25,800.00	\$ 18,060.00	\$ 7,740.00
Total Estimated Cost	\$ 165,120.00	\$ 115,584.00	\$ 49,536.00

Sufficient Fund 456 funds are available to accept the State’s final offer to proceed with this project.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

Mn State Grant Agreement No. 1050807

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Fergus Falls, 112 West Washington Ave, Fergus Falls, MN 56537 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2026, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project (State Project A5601-54), which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A (Credit Application Form) is attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
New AWOS Foundation - Design	0%	70%	30%
New AWOS Foundation - Construction	0%	70%	30%

Federal Committed:	\$	<u>0.00</u>
Federal Multiyear:	\$	<u>0.00</u>
State:	\$	<u>115,584.00</u>
Grantee:	\$	<u>49,536.00</u>

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Blank.**

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$ 115,584.00.

4.5 **Payment**

4.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State’s Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Reimbursement request schedule: continuous as needed.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State’s discretion.

4.5.3 **State’s Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee’s invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is

incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Daniel Boerner, Central Region Airport Engineer, 395 John Ireland Blvd, St Paul MN, 55155-1800, Phone 612-427-3858, dan.boerner@state.mn.us, or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Blank

6.3 Grantee's Authorized Representative is:

Brian Yavarow, City Engineer, 112 West Washington Ave, Fergus Falls MN, 56537, (218) 332-5413, brian.yavarow@ci.fergus-falls.mn.us. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 **Government Data Practices and Intellectual Property Rights**

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Rights.**

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered

here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 Telecommunications Certification. By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF AERONAUTICS
222 EAST PLATO BOULEVARD
ST. PAUL, MINNESOTA 55107-1618
TELEPHONE NUMBER: (651) 234-7200

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____

By _____

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the City of Fergus Falls as follows:

1. That the state of Minnesota Agreement No. 1050807,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A5601-54 at the Fergus Falls Municipal Airport is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Fergus Falls.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



Council Action Recommendation

Page 1 of 1

Meeting Date:

November 2, 2022 – Committee of the Whole
November 7, 2022 – City Council

Subject:

Otter Tail Power Utility Easement Request

Recommendation:

- 1) Authorize the City Staff and City Attorney to execute Otter Tail Power's easement request

Background/Key Points:

Otter Tail Power (OTP) Co. is requesting an easement from the City that is generally located north of Pisgah Dam and south of BNSF Railroad on City owned property primarily utilized as access into the abandoned Wastewater Treatment Plant. OTP's work plan consists of installing three (3) new electric power poles with guy wire supports and overhead electric line(s) as part of OTP's Express Feeder Project.

To support this request, a permanent utility easement is needed to facilitate construction. The attached exhibit illustrates the proposed easement (0.045 acres total) on City owned lot legally described as Sec. 05, T132N, R043W, all of Govt. Lots 1, 2 & 3 lying N. of Ottertail River excluding BNSF R/W and except tracts.

Although an existing City owned watermain lies within this pending easement, adequate separation can be achieved. The new overhead lines will also maintain 20 feet of clearance from the overhead conductors to the access road existing grade. Staff recommends approving this request.

Budgetary Impact:

There is no fee associated with this request other than general staff time to process. Otter Tail Power Company will pay for all recording fees.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

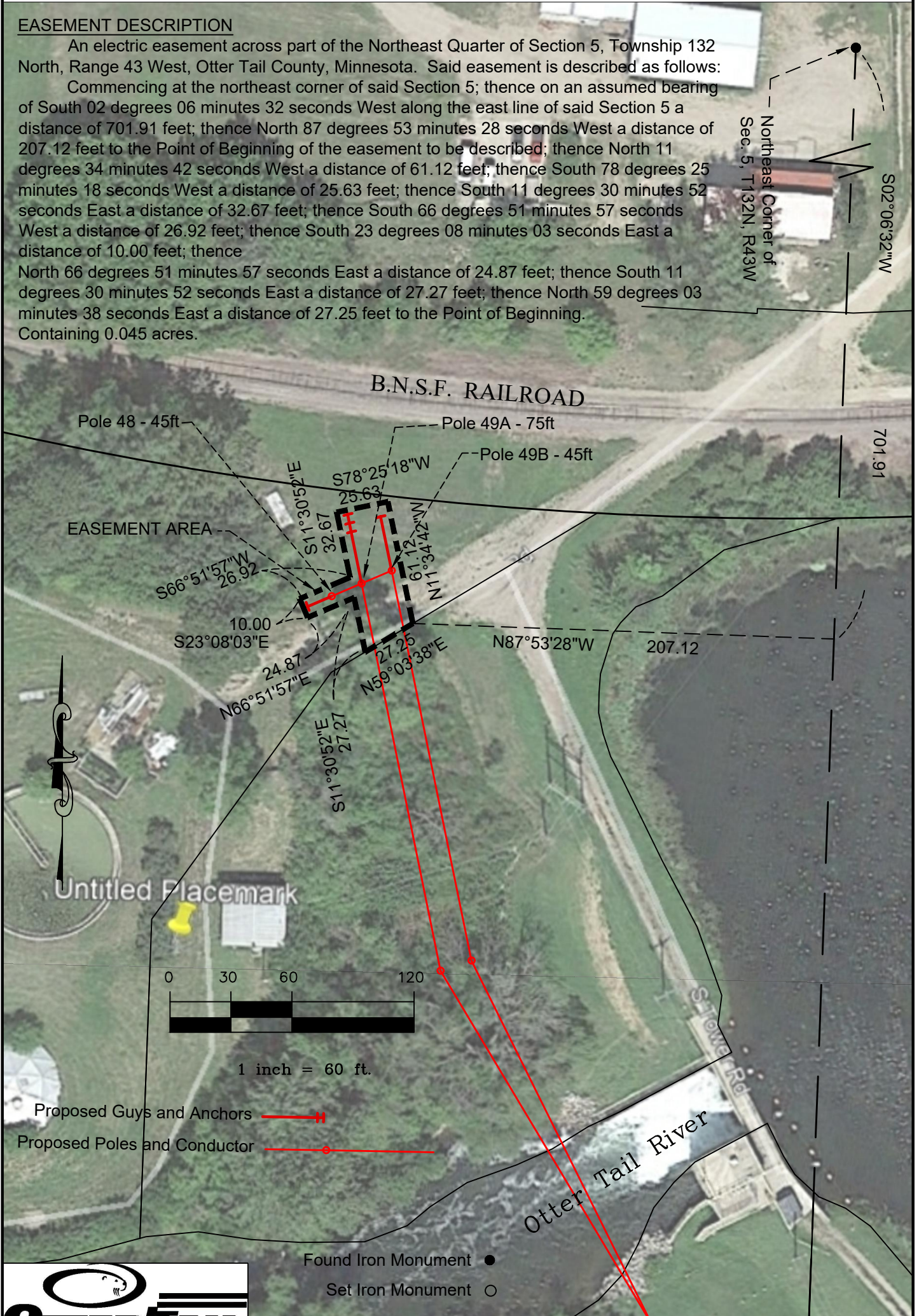
Easement Exhibit

EXHIBIT A: Electric Easement in City of Fergus Falls Across Part of the NE 1/4 of Sec.5, T132N, R43W, Otter Tail County, Minnesota

EASEMENT DESCRIPTION

An electric easement across part of the Northeast Quarter of Section 5, Township 132 North, Range 43 West, Otter Tail County, Minnesota. Said easement is described as follows:

Commencing at the northeast corner of said Section 5; thence on an assumed bearing of South 02 degrees 06 minutes 32 seconds West along the east line of said Section 5 a distance of 701.91 feet; thence North 87 degrees 53 minutes 28 seconds West a distance of 207.12 feet to the Point of Beginning of the easement to be described; thence North 11 degrees 34 minutes 42 seconds West a distance of 61.12 feet; thence South 78 degrees 25 minutes 18 seconds West a distance of 25.63 feet; thence South 11 degrees 30 minutes 52 seconds East a distance of 32.67 feet; thence South 66 degrees 51 minutes 57 seconds West a distance of 26.92 feet; thence South 23 degrees 08 minutes 03 seconds East a distance of 10.00 feet; thence North 66 degrees 51 minutes 57 seconds East a distance of 24.87 feet; thence South 11 degrees 30 minutes 52 seconds East a distance of 27.27 feet; thence North 59 degrees 03 minutes 38 seconds East a distance of 27.25 feet to the Point of Beginning. Containing 0.045 acres.



Northeast Corner of
Sec. 5, T132N, R43W

S02°06'32\"W

701.91

B.N.S.F. RAILROAD

Pole 48 - 45ft

Pole 49A - 75ft

Pole 49B - 45ft

EASEMENT AREA

S11°30'52\"E

S78°25'18\"W

S66°51'57\"W

N34°42'11\"W

S23°08'03\"E

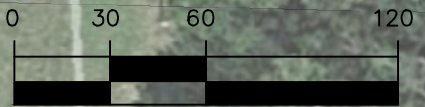
N87°53'28\"W

N66°51'57\"E

S11°30'52\"E

N59°03'38\"E

Untitled Placemark



1 inch = 60 ft.

- Proposed Guys and Anchors —+—
- Proposed Poles and Conductor —●—

- Found Iron Monument ●
- Set Iron Monument ○





Council Action Recommendation

Page 1 of 2

Meeting Date:

11/2/22 Committee, 11/7/22 Council

Subject:

Giftng drawings and art from RTC to Otter Tail County Historical Society

Recommendation:

Resolution authorizing staff to execute a deed gifting miscellaneous art from the RTC Campus to the Otter Tail County Historical Society

Background:

In March 2021, City Staff was giving a tour of the Memorial Building to a potential developer and located a large pile of drawings and artwork stashed in the top of a closet on the upper floor. Staff contacted Chris Schuelke to see if the Otter Tail County Historical Society could identify any of the patients or artists and provide additional information about any of the art. The museum was able to identify the patient whose work it was.

The Museum is now wondering if the City is willing to donate these items to the Historical Society. It is the opinion of staff that the museum is more equipped to handle and care for this artwork and would provide more opportunities for the public to view and enjoy them than the City could. If the Council agrees, we will sign a deed of gift over to the Historical Society and they will become part of their collection.

There are other miscellaneous (art/project) items from the RTC that the City has stored over the years that could be included, if the museum is interested.

Chris did indicate that he would be happy to share more information about the work and host a viewing if staff or Council were interested.

Budgetary Impact:

No Budgetary Impact

Originating Department:

Administration

Respectfully Submitted:

Andrew Bremseth, City Administrator

Attachments:



Council Action Recommendation

Page 1 of 1

Meeting Date: November 7, 2022

Subject: Tax Increment District 4-9 – Lutheran Brethren Woodland Lodge

Recommendation: Approve a resolution decertifying Tax Increment District 4-9.

Background/Key Points: Tax Increment District 4-9 and related TIF plan, development agreement, and TIF note were established in 2011 to assist the Lutheran Brethren Woodland Lodge, Inc. to develop a 34-unit assisted living facility.

The development agreement provided for a tax increment revenue note in the amount of \$355,710 payable from July 1, 2014, through December 31, 2022. The final payment for the revenue note will be in December 2022. The revenue note was payable on a pay-as-you-go basis from property taxes paid by Lutheran Brethren Woodland Lodge, Inc.

As the revenue note will be expiring on December 31, 2022, the TIF District should be decertified as of December 31, 2022.

Budgetary Impact: The TIF District will end and the City will no longer receive increment or make any further payments with regards to the revenue note. Any unexpended administration funds will be returned to Otter Tail County. The parcel will be returned to the full tax rolls and allocated among all taxing jurisdictions.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

N/A



Planning Commission Staff Report

To: Fergus Falls City Council via Planning Commission
Respectfully Submitted: Klara Beck, Community Development Manager
Date: November 2, 2022
Subject: CUP-2022-7

REQUESTED ACTION

Approve a Conditional Use Permit for the Welcome House to house over five (5) and up to ten (10) people in a home zoned R-4 at 314 W Cavour Ave.

GENERAL INFORMATION

Applicant	The Welcome House	Planning Commission Hearing	October 24, 2022
Property Owner	The Welcome House Maternity Home	City Council Meeting	November 7, 2022
Address	314 W Cavour Ave	Application Date	September 29, 2022
Parcel Number(s)	71003990206001	60-Day Expiration Date	November 28, 2022
Zoning	R-4		

BACKGROUND

The nonprofit Welcome House traces its history back to 2009, stating on its website that its original mission was to “create a home for single pregnant women”. Since then, their mission has shifted and is now “To create a path to recovery for women through supportive transitional housing.” In 2021, the Welcome House board purchased a home at 314 W Cavour Ave. In conversations with City staff, representatives of the Welcome House board began referring to 314 W Cavour Ave as a “sober home” in June of 2022. Classification as a sober home can be interpreted to afford reasonable flexibility regarding land use and zoning under the Federal Fair Housing Act.

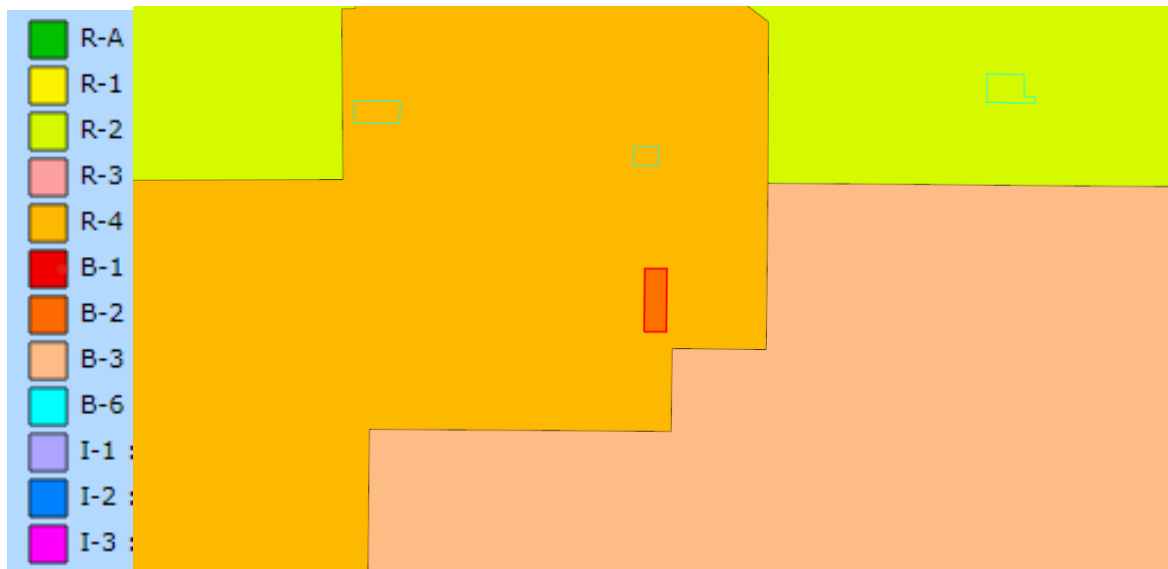
314 W Cavour Ave is set up for family use or congregate living in which boarders share kitchen and bathroom facilities. For Welcome House to financially carry out its mission through the home, the home must house more than 5 and up to 10 women. The City of Fergus Falls defines *family* in its zoning code as “an individual or two or more persons related by blood or marriage, or a group of not more than five persons (excluding servants) who need not be related by blood or marriage, living together in a dwelling unit.” Therefore, the needs of Welcome House to house up to 10 unrelated individuals conflicts with the City’s definition of family. A CUP is therefore requested for Welcome House to operate outside of the City’s zoning regulations.

Site Information & Current Conditions

314 W CAVOUR AVE is a residential lot in an R-4 zone.

Adjacent Zoning

Nearby is the B-3 zone that encompasses much of downtown Fergus Falls. The R-4 zone also abuts R-2.



Adjacent Uses

The home is in a mixed neighborhood with some businesses uses but is mostly surrounded by residential.

Proposed Project

“The Welcome House... has purchased the 314 W Cavour Ave property for the purpose of creating a recovery home of hope and healing for women to help them break free from chemical dependency. Our plan is to open with up to five women with the intent of expanding up to ten.

Public Notification & Comments

A notice of the public hearing was published in the *Daily Journal* on October 8, 2022. A copy of the public hearing notice was mailed to 36 property owners within 350’ on October 9, 2022.

A staff comment was received from Chris Harig, Division Chief - Fire Safety Inspector for the City of Fergus Falls:

“903.2.8 Group R.

An automatic sprinkler system shall be installed throughout all buildings with a Group R fire area in accordance with Section 903.3.

Exceptions:

1. 1.A Group R-1, R-2, or combined R-1 and R-2 building where less than 4,500 square feet of the building area consists of R-1 fire area, R-2 fire area, or a combination of R-1 and R-2 fire areas.
2. 2.A Group R-3 dwelling unit with less than 4,500 square feet of building area, excluding garages, unless the Group R-3 dwelling unit contains a state-

licensed care facility that is required to be provided with an automatic sprinkler system as a condition of the license.

It's important to understand the difference between an R-3 and an R-3 dwelling unit when applying sprinkler requirements to licensed care facilities classified in Table 202.1. An R-3 must be constructed per the Minnesota Building Code. However there are specific state-licensed residential care programs that the legislature intended to be treated no more restrictively than a single family home under the Minnesota Residential Code. Such programs are classified as an R-3 dwelling unit.

3. 3.An automatic fire sprinkler system shall not be required if additions or alterations are made to existing Group R-3 or R-4 buildings or a portion thereof that do not have an automatic sprinkler system installed, unless required by a Minnesota license.
4. 4.Group R-1 multiunit resort buildings, as defined in Minnesota Statutes, Section 157.15, and licensed by the Department of Health, with less than 9,250 square feet of building area.

903.2.8.1 Group R-3.

Where required by Section 903.2.8, Group R-3 occupancies shall be provided with an automatic sprinkler system that complies with Section 903.3.1.1, 903.3.1.2, or 903.3.1.

903.3.1.1 NFPA 13 sprinkler systems.

Where the provisions of this code require that a building or portion thereof be equipped throughout with an *automatic sprinkler system* in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Sections 903.3.1.1.1 and 903.3.1.1.2.

903.3.1.2 NFPA 13R sprinkler systems.

Automatic sprinkler systems in Group R occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above grade plane shall be permitted to be installed throughout in accordance with NFPA 13R.

The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the *International Building Code* shall be measured from the horizontal assembly creating separate buildings.

Based on these findings in the Minnesota State Fire Code, a Group R-3 would be required to have a sprinkler system. Welcome house can work with the Fire Department on a plan to sprinkle the home unless the State Fire Marshal's office provides other guidance."

PROPOSED FINDINGS

§154.019(D) of the City Code states the Planning Commission shall recommend a conditional use permit and the Council may issue conditional use permits if it finds that the use at the proposed location meets the following criteria:

1. Will not be detrimental to or endanger the public health, safety, or general welfare of the neighborhood or the city.

The home will have staff, mentors, and is overseen by the board of directors.

There is an admission procedure that includes application, interview, criteria for enrollment, etc. The home will be accredited by the Minnesota Association of

Sober Homes, which oversees the health and safety of the home upon opening and through regular inspections. **Criteria Met**

2. Will be harmonious with the general and applicable specific objectives of the comprehensive plan and code provisions.
The city does not have a comprehensive plan.
3. Will be designed, constructed, operated and maintained so as to be compatible or similar in an architectural and landscape appearance with the existing or intended character of the general vicinity and will not change the essential character of that area, nor substantially diminish or impair property values within the neighborhood.
The home will continue to be used as a dwelling. Per the application, “the home will continue to be maintained as well as the grounds. We will have a lovely, subtle sign on the exterior of the home instead of a sign in the yard in order to blend into the neighborhood.” **Criteria Met**
4. Will be served adequately by existing (or those proposed in the project) essential public facilities and services, including streets, police and fire protection, drainage, structures, refuse disposal, water and sewer systems and schools.
At present, City of Fergus Falls officials, building officials for the State of MN, and officials from the State Fire Marshal’s office agree that Welcome House is required to install a sprinkler system in the home as a life safety measure. This requirement is based on the building’s designation as Residential Group R-3 in MN Building Code. Welcome House has not agreed to install a sprinkler system.
Criteria Not Met
5. Will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be hazardous or detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.
No. Criteria Met
6. Will have vehicular ingress and egress to the property which does not create traffic congestion or interfere with traffic on surrounding public streets.
No change to current ingress egress. **Criteria Met**
7. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.
No. Criteria Met

RECOMMENDED ACTION

Based on the above findings, staff recommends **approval with conditions** of CUP-2022-07.
Conditions:

1. A nameplate sign, or professional nameplate sign, identifying the owner or occupant of a building or dwelling unit **will not exceed two square feet**. The sign may be placed in any front yard, but in no case may it be placed in any side yard. The sign may be illuminated.

2. Pending an appeals process, Welcome House will work with the Fergus Falls Fire Dept to put in place a plan to sprinkle the building prior to occupancy by more than 5 people.

3. Welcome House will comply with all State and local laws and regulations.

ATTACHMENTS

1. Context Map



2. Application

ORDINANCE NO. 31, EIGHTH SERIES

AN ORDINANCE OF THE CITY OF FERGUS FALLS, MINNESOTA, AMENDING CHAPTER 152.26 DEFINITIONS OF STORM WATER MANAGEMENT, CHAPTER 152.33, PLAN; APPROVAL STANDARDS; CHAPTER 152.36, CRITERIA FOR NEW AND REDEVELOPED PERMANENT FACILITIES; CHAPTER 152.37, OPERATION, MAINTENANCE AND INSPECTION; AND CHAPTER 152.43, CONSTRUCTION PLANS AND SPECIFICATIONS OF THE CITY CODE.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 152.26, Definitions, Municipal Separate Storm Sewer System (MS4), is hereby added as follows:

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4).

The system of conveyances and structural stormwater BMPs (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains) owned or operated by the City, designed or used for collecting or conveying stormwater, and not used for collection or conveying wastewater that discharges to waters of the United States.

Section 2. City Code Chapter 152.33, Plan; Approval Standards, is hereby amended to read as follows:

The City Engineer shall not approve a storm water management plan, which fails to meet the standards set forth within this subchapter. Other standards of the most currently approved NPDES/SDS permit MNR100001 and general stormwater design standards of the NPDES MS4 permit MNR040000 must be met by proposed stormwater plans. If the standards of different agencies conflict, the more restrictive standards shall apply. It shall be the applicant's responsibility to obtain any required permits from other governmental agencies having any jurisdictional authority over the work to be performed. The City may choose to obtain some of the required permits. The applicant will be notified which permits are to be obtained by the City.

Section 3. City Code Chapter 152.36, Criteria for New and Redeveloped Permanent Facilities, is hereby amended to read as follows:

Storm water control facilities, included as part of the final design for a permanent development, shall be addressed in the storm water management plan and shall meet the following criteria:

(A) *Pre-versus post-hydrological response of site.* An applicant shall design, install or construct, on or for the proposed land-disturbing activity, development activity or redevelopment activity, all storm water management facilities necessary to manage runoff such that increases in flow under the design conditions will not occur that could exceed the capacity of the outlet, or the storm water management system, into which the site discharges or that would cause the storm water management system to be overloaded or accelerate channel erosion as a result of the proposed land-disturbing activity or development activity. Under no circumstances shall the two-, ten- or 100-year developed peak flow exceed the two-, ten- or 100-year existing peak flow without prior written approval by the City Engineer. Post construction storm water management BMPs shall be installed to the maximum extent practical (MEP) and shall show a net per annual basis reduction for volume, total suspended solids (TSS) and total phosphorus (TP) for new or redeveloped sites from pre-project conditions. For regional detention or storm water management system, the City Engineer shall recommend a proposed system charge or assessment to be approved by the City Council based upon an approved watershed master plan and an analysis of required drainage systems, projected costs and flood protection benefits provided to those properties directly or indirectly impacted by the regional detention or storm water management system. Design criteria must meet the most current state approved NPDES/SDS permit MNR100001 and NPDES/MS4 general permit MNR040000 requirements.

(B) *Natural features of the site.* The applicant shall give consideration to reducing the need for storm water management system facilities by incorporating the use of natural topography and land cover such as wetlands, ponds, natural swales and depressions as they exist before development to the degree that they can accommodate the additional water flow without compromising the integrity or quality of these natural features.

(C) *Storm water management strategies.*

(1) The following storm water management practices shall be investigated when developing a storm water management plan in accordance with this subchapter and the city code:

(a) Natural infiltration of precipitation and runoff on-site, if suitable soil profiles can be created during site grading. The purpose of this strategy is to encourage the development of a storm water management plan that encourages natural infiltration. This includes, providing as much natural or vegetated area on the site as possible, minimizing impervious surfaces and directing runoff to vegetated areas rather than onto adjoining streets, storm sewers and ditches;

(b) Flow attenuation by use of open vegetated swales and natural depressions;

(c) Storm water detention facilities;

(d) Storm water retention facilities (on a case by case basis);

and

(e) Other facilities requested by the City Engineer.

(2) A combination of successive practices may be used to achieve the applicable minimum control requirements specified. Justification shall be provided by the applicant for the method selected, except as provided in storm water management “limitations” noted in the state’s NPDES general permit.

(3) For non-linear projects, where the water quality volume cannot cost effectively be treated on the site of the original construction activity, the applicant is required to identify locations where off-site treatment projects can be completed. If the entire water quality volume is not addressed on the site of the original construction activity, the remaining water quality volume must be addressed through off-site treatment.

(a) Off-site treatment project areas shall be selected in the following order of preference: locations that yield benefits to the same receiving water that receives runoff from the original construction activity; locations within the same Department of Natural Resource (DNR) catchment area as the original construction activity; locations in the next adjacent DNR catchment area up-stream; or locations anywhere within the Regulated Party's jurisdiction.

(b) Off-site treatment projects must involve the creation of new structural stormwater BMPs or the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP. Routine maintenance of structural stormwater BMPs already required by the General Permit cannot be used to meet this requirement.

(D) *Adequacy of outlets.* The adequacy of any outlet used as a discharge point for proposed storm water management system must be assessed and documented to the satisfaction of the City Engineer. To the extent practicable, hydraulic capacities of downstream natural channels, storm sewer systems or streets shall be evaluated to determine if they have sufficient conveyance capacity to receive and accommodate post-development runoff discharges and volumes. In addition, projected velocities in downstream natural or human-made channels shall not exceed that which is reasonably anticipated to cause erosion unless protective measures acceptable to the City Engineer are approved and installed as part of the storm water management plan. The assessment of outlet adequacy shall be included in the storm water management plan.

Section 4. City Code Chapter 152.37, Operation, Maintenance and Inspection, is hereby amended to read as follows:

All storm water management systems shall be designed to minimize the need

for maintenance, to provide easy vehicle (typically, eight feet or wider) and personnel access for maintenance purposes, and to be structurally sound. All storm water management systems shall have a plan of operation and maintenance that assures continued effective removal of pollutants carried in storm water runoff. The City Engineer may inspect all public and private storm water management systems at any time. Inspection records will be kept on file at the City Engineer's office. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the storm water management system for inspection and maintenance purposes. The owner must perform routine maintenance and inspections that are required annually and includes mowing grass, controlling weeds and woody vegetation, repairing eroded areas and removing debris. Owner shall maintain records and provide annual maintenance and inspection reports. The reports shall be made available to the City upon request.

The owner must perform non-routine maintenance which includes sediment cleanout and major structural repairs when needed. Inspections for non-routine maintenance items must occur at a minimum of every five years. Sediment cleanout must occur when 50% of the permanent pool storage volume is sediment. The City Engineer shall retain enforcement powers for assuring adequate operation and maintenance activities through permit conditions, penalties, non-compliance orders and fees.

Section 5. City Code Chapter 152.43, Construction Plans and Specifications, is hereby amended to read as follows:

(A) The plans and specifications prepared for the construction of the storm water management system must be:

~~(1)~~ (1) Consistent with the storm water management plan approved by the City Engineer, including any special provisions or conditions;

~~(1)(2)~~ (2) Accompanied with all stormwater calculations and methodology

~~(2)(3)~~ (3) In conformance with the requirements of the city and any other necessary permits required and issued by other governmental agencies;

~~(3)(4)~~ (4) Sealed and signed by a professional engineer registered in the state;

~~(4)(5)~~ (5) Submitted to the City Engineer for approval;

~~(5)(6)~~ (6) Approved by the City Engineer prior to commencing construction; and

~~(6)(7)~~ (7) Site plan reviews shall be documented by the City to achieve compliance with MS4 permitting requirements.

(B) The construction grading and erosion/sediment control plans, in a format acceptable to the City Engineer, shall contain a drawing

or drawings delineating the features incorporated into the storm water pollution prevention plan (SWPPP) including details of perimeter protection, construction phasing, storm drain inlet protection, erosion control measures, temporary and final stabilization measures, including all BMPs. In addition, the construction specifications shall contain technical provisions describing erosion, sedimentation and water control measures to be utilized during and after construction as well as to define the entities responsible for the installation and maintenance of the BMPs. The project SWPPP must be incorporated into the construction specification documents.

Section 6. Effective date. The effective date of this ordinance shall be the _____ day of _____, 2022.

The following summary is approved by the City council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes Section 412.191:

PUBLIC NOTICE

WHEREAS, Certain sections of the Fergus Falls City Code Chapter 152 have been amended by Ordinance No. 31, Eighth Series, which ordinance has been duly adopted by the City Council; and,

WHEREAS, Said ordinance is lengthy and the Council has therefore determined that, pursuant to City Charter Section 4.04, Subd. 2, publication of the title and summary of said ordinance would clearly inform the public of the intent and effect of the ordinance; and,

WHEREAS, The Council, by at least four-fifths of its members, has directed that only the title of the ordinance and a summary be published and that printed copies of the ordinance be available for inspection by any person during regular office hours at the office of the City Administrator and also at the public library where the entire text of said ordinance is posted.

NOTICE IS HEREBY GIVEN, that the title of Ordinance No. 31, Eighth Series, is as follows:

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING CHAPTER
152.26 DEFINITIONS OF STORM WATER
MANAGEMENT, CHAPTER 152.33, PLAN;
APPROVAL STANDARDS; CHAPTER 152.36,
CRITERIA FOR NEW AND REDEVELOPED**

**PERMANENT FACILITIES; CHAPTER 152.37,
OPERATION, MAINTENANCE AND INSPECTION;
AND CHAPTER 152.43, CONSTRUCTION PLANS
AND SPECIFICATIONS OF THE CITY CODE.**

NOTICE IS FURTHER GIVEN, that a summary of Ordinance No. 31, Eighth Series, is as follows:

- Section 1 amends Chapter 152.26, Definitions
- Section 2 amends Chapter 152.33, Plan; Approval Standards
- Section 3 amends Chapter 152.36, Criteria for New and Redeveloped Permanent Facilities
- Section 4 amends Chapter 152.37, Operation, Maintenance and Inspection
- Section 5 amends Chapter 152.43, Construction Plans and Specifications
- Section 6 provides for the effective date.

NOTICE IS FURTHER GIVEN, that the Council has approved the text of the foregoing summary and determines that it clearly informs the public of the intent and effect of the ordinance.

THIS ORDINANCE was introduced on the _____ day of _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2022, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____.

ORDINANCE NO. 32, EIGHTH SERIES

**AN ORDINANCE OF THE CITY OF FERGUS
FALLS, MINNESOTA, AMENDING CHAPTER
154.002 DEFINITIONS, CHAPTER 154.038 B-3,
GENERAL BUSINESS DISTRICT AND CHAPTER
154.041, I-1, PLANNED INDUSTRIAL DISTRICT OF
THE CITY CODE.**

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. City Code Chapter 154.002, Definitions, Hemp-Derived Tetrahydrocannabinol (THC) Edibles and Beverages, is hereby added to read as follows:

HEMP-DERIVED TETRAHYDROCANNABINOL (THC) EDIBLES AND BEVERAGES. Any product that is intended to be eaten or consumed as a beverage by humans and contains THC in combination with food ingredients.

Section 2. City Code Chapter 154.002, Definitions, Hemp Processing or Manufacturing, is hereby added to read as follows:

HEMP PROCESSING OR MANUFACTURING. "Processing" means rendering by refinement hemp plants or hemp plant parts from their natural or original state after harvest. Processing includes but is not limited to decortication, devitalization, chopping, crushing, extraction, combining cannabinoid(s) with food ingredients, and packaging. Processing does not include typical farm operations such as sorting, grading, baling, and harvesting.

Section 3. City Code Chapter 154.002, Definitions, Hemp or Industrial Hemp, is hereby added to read as follows:

HEMP OR INDUSTRIAL HEMP. "Industrial hemp" means the plant *Cannabis sativa* L. and any part of the plant, whether growing or not, including the plant's seeds, and all the plant's derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis. Industrial hemp is not marijuana as defined in Minnesota Statutes section 152.01, subdivision 9.

Section 4. City Code Chapter 154.038 B-3, General Business District, (B), is amended by adding the following permitted use:

- (76) Retail establishments selling THC edibles and beverages.
- (C) (7) Hemp processing or manufacturing;

Section 5. City Code Chapter 154.041 I-1, Planned Industrial District, (B), is amended by adding the following permitted use:

(21) Hemp processing or manufacturing;

(22) Uses permitted or conditionally permitted in the B-3 zone, unless regulated differently elsewhere in this chapter.

Section 6. Effective date. The effective date of this ordinance shall be the _____ day of _____, 2022.

THIS ORDINANCE was introduced on the _____ day of _____, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the _____ day of _____, 2022, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on _____.

barb/acityoffergusfalls/ords/8thseries/Ord32



Council Action Recommendation

Page 1 of 1

Meeting Date: November 2, 2022

Subject: Downtown Riverfront Project - Phase 2 Bond Ordinance

Recommendation: Approve an ordinance to expand the bonding authority of the Fergus Falls Port Authority for an additional \$700,000 for the Downtown Riverfront Project – Phase 2.

Background/Key Points: The Fergus Falls Port Authority issued \$1,460,000 General Obligation Bonds, Series 2021A for the construction of the Downtown Riverfront Project - Phase 1 improvements. The City Council adopted Ordinance No. 16, Eighth Series, providing the Fergus Falls Port Authority authorization to issue bonds up to \$3,000,000 to finance the Downtown Riverfront improvements. This ordinance was effective on August 22, 2021.

The City Council awarded the contract for the construction of the Downtown Riverfront Project - Phase 2 on September 19, 2022. Bonds will need to be issued by the Fergus Falls Port Authority to finance a portion of the construction and fundraising to be received for the years 2024 – 2027. The Phase 2 bonds are estimated to be \$2,125,000.

The original \$3,000,000 bonding authority needs to be expanded to \$3,700,000 (proposed ordinance authority of \$700,000) to provide capacity to finance the receipt of donations for the years 2024 – 2027.

Budgetary Impact: Adoption of the ordinance will authorize the Fergus Falls Port Authority to issue bonds for the project. The bonds are anticipated for a term of 15 years. The annual property tax levy for debt service on the bonds is estimated to be \$140,000.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director

Attachments:

Proposed Ordinance

CHARTER

ORDINANCE NO. 33, EIGHTH SERIES

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS BY THE FERGUS FALLS PORT AUTHORITY; PROVIDING FOR THE FORM AND DETAILS THEREOF; AND AUTHORIZING THE FERGUS FALLS PORT AUTHORITY TO PLEDGE THE FULL FAITH, CREDIT AND RESOURCES OF THE CITY OF FERGUS FALLS FOR THE SECURITY AND PAYMENT OF SAID BONDS.

THE CITY OF FERGUS FALLS DOES ORDAIN:

Section 1. Recitals.

(a) the Fergus Falls Port Authority (the "Port Authority") has the powers described in Minnesota Statutes, Section 469.075, including the powers of a housing and redevelopment authority under Minnesota Statutes, Sections 469.001 through 469.047, or other law, and the powers of a port authority pursuant to Minnesota Statutes, Section 469.049, or other law; and

(b) the Port Authority proposes to finance projects related to the construction of a downtown riverfront corridor improvement project to include a river market, public arts space, interactive water components, and related publicly owned infrastructure and amenities, in addition to the construction of trails and plaza areas (the "Downtown Riverfront Project") in the exercise of its legal powers and in furtherance of its goals and purposes, and requires financing for the Project; and

(c) the City adopted Ordinance No. 16, Eighth Series (the "2021 Ordinance") on August 2, 2021, with an effective date of August 22, 2021, which authorized the Port Authority to issue and sell general obligation bonds in the aggregate principal amount not to exceed \$3,000,000, for the purpose of providing funds to assist in financing the Downtown Riverfront Project; and

(d) the Port Authority issued its \$1,460,000 General Obligation Bonds, Series 2021A, dated October 21, 2021, as the date of original issue (the "Series 2021 Bonds"), pursuant to Minnesota Statutes, Chapter 475 and Minnesota Statutes, Section 469.060, to provide moneys to finance the first phase of the Downtown Riverfront Project; and

(e) the City is undertaking the construction of the second phase of the Downtown Riverfront Project, and the City and the Port Authority believe that it is desirable and necessary to authorize that additional general obligation bonds in the amount of \$700,000 be issued, together with the remaining authority of \$1,540,000 authorized by the 2021 Ordinance, to provide funds to assist in the financing of the Downtown Riverfront Project.

Section 2. Bonding Authorization. Pursuant to and in accordance with the provisions of this Ordinance and the provisions of Minnesota Statutes, Sections 469.060 and 469.075 and

Chapter 475, the consent of the City Council is hereby given to the Port Authority to issue and sell the Port Authority's general obligation bond or bonds to which the full faith, credit and resources of the City may and shall be pledged as payment and security therefor, in one or more series, in fully registered form, and in the aggregate principal amount not to exceed \$700,000 (the "Bonds"), in addition to the remaining authority of \$1,540,000 authorized by the 2021 Ordinance, for the purpose of providing additional funds to assist in financing the Downtown Riverfront Project, together with such costs of issuance and related costs as may be incidental to the issuance of the Bonds. The Port Authority shall set the date, denominations, place of payment, form, and details of the Bonds, and the City Council hereby consents to the issuance and details of said Bonds, as so determined by the Port Authority. The City Council hereby gives specific consent to the pledge of the City's full faith, credit, and resources to the payment and security of the Bonds. The issuance of the Bonds shall be further subject to the consent and approval of the City Council by resolution as to the form, content, and specific details of the Bonds and their rate or rates of interest.

Section 3. Effective Date. The effective date of this Ordinance shall be the ___ day of November, 2022 following the date of its publication in the official newspaper of the City and Port Authority.

THIS ORDINANCE was introduced on the 7th day of November, 2022, and adopted by the City Council of the City of Fergus Falls, Minnesota, on the 21st day of November, 2022, by the following vote:

AYES:

NAYS:

ATTEST:

APPROVED:

City Administrator

Mayor

Published in the Fergus Falls Daily Journal on November __, 2022.



Council Action Recommendation

Page 1 of 2

Meeting Date:

November 2, 2022 – Committee of the Whole

November 7, 2022 – City Council

Subject:

WWTP – MPCA PFAS Sampling MOU

Recommendation:

If the City Council wishes to “volunteer” to become a part of this MPCA Initiative, then the staff recommendations are as follows:

1. Authorize staff to enter into the Memorandum of Understanding (MOU) Between the City (WWTP) and The Minnesota Pollution Control Agency as part of a Statewide Monitoring Plan for Per- and Polyfluoroalkyl Substances (PFAS)

Otherwise, the City Council can decline to participate in the “voluntary” program and wait for further action by the MPCA to mandate the sampling and/or find suitable funding sources.

Background/Key Points:

In recent history, the MPCA began to contact stakeholders to introduce the MPCA’s new initiative determining the presence of Per-and Polyfluoroalkyl chemicals (PFAS), also referred to as “Forever Chemicals” due to their strong chemical bonds, in the environment. PFAS chemical compounds have been utilized in the manufacturing process for variety of components used in everyday life.

The MPCA is requesting the City of Fergus Falls to voluntarily enter into a “Memorandum of Understanding” (MOU) and sample the influent wastewater conveyed to the City owned Wastewater Treatment Plant (WWTP) for PFAS compounds. Per the attached WWTP MOU, the City must voluntarily enter into this agreement by November 15, 2022. If the MOU is approved, the City would sample wastewater influent in 2023 and then start to develop a PFAS Pollutant Management Plans for the MPCA to approve.

WWTP’s are believed to be receivers of PFAS. They receive PFAS from other sources such as industry and commercial facilities. Although the main sources of PFAS entering a WWTP are generally the industrial sources, PFAS also enters the WWTPs from residences and the products we use on a daily basis. The City Landfill collects leachate from the demolition cells which is treated at the WWTP; another possible source of PFAS. WWTPs remove the solids from wastewater and treat the discharged water, but they are not designed to remove PFAS compounds. Any known technology to remove PFAS is not cost feasible.

This MPCA initiative is a State-wide effort not solely limited to the City of Fergus Falls. Many communities have been contacted by the MPCA about the voluntary PFAS sampling MOU's. To the best of my knowledge, not all parties are voluntarily entering into these agreements for unknown reasons. Given the various circumstances, City staff recommends entering into the MOU based on our understanding.

Budgetary Impact:

Presently all costs would need to be funded thru the Sanitary Sewer Enterprise Fund as no other funding sources have been identified. MPCA indicated multiple bills were introduced into legislation as potential sources of funding for this initiative however, none of the bills were approved by the legislature in this past session. The associated cost to the City is not fully known. I believe it could range from \$1,600 to \$2,000 annually.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

Memorandum of Understanding (MOU) – POTW WWTP

MPCA – Municipal Wastewater PFAS Monitoring and MOU Summary for Local Decision Makers

Memorandum of Understanding Between your Minnesota District or City and the Minnesota Pollution Control Agency for the Statewide Monitoring of Per- and Polyfluoroalkyl Substances (PFAS)

This Memorandum of Understanding is between your City and the Minnesota Pollution Control Agency (MPCA).

Whereas, PFAS is a known class of environmental contaminants with thousands of unique chemical structures which are persistent in the environment, bioaccumulative, and are in widespread use in industrial, commercial, and household applications;

Whereas, municipal wastewater treatment facilities are a receiver of PFAS and can be a conduit for the discharge of PFAS into the environment;

Whereas, municipal wastewater treatment facilities have regulatory authority over their significant industrial users and generally all users through National Pollutant Discharge Elimination Discharge (NPDES) permits issued to permittees in Minnesota;

Whereas, your permitted wastewater treatment facility has been identified as having at least one significant industrial user;

Whereas, significant industrial users may be a contributing source of PFAS to wastewater treatment facilities;

Whereas, to protect human health and the environment, the MPCA established goals to identify and reduce PFAS in the environment through implementation of its 2022 PFAS Monitoring Plan, that seeks to partner with all sources to reduce releases to the air, water, and land;

Whereas, funding has been appropriated by the Minnesota Legislature to develop tools to assist municipal wastewater treatment facilities in source identification and source reduction of PFAS. This appropriation is specific to these activities and will not be used for sample collection or sample analysis. A contract has been executed between Antea Group and the MPCA where PFAS Source Identification & Reduction tools will be developed. These tools will be available for use in conjunction with the development of PFAS pollutant management plans and;

Whereas, response thresholds will be developed based on data collected from the first two sampling events. The response thresholds will be statistically based, not risked based, to help prioritize source identification and reduction activities. All facilities will be assigned one of three priority categories which will include specific actions for the facilities to complete.

- A. Category one - No further sampling required at this time, unless state or federal funding is obtained. It is strongly encouraged that these facilities complete an inventory of industrial users who may be potential contributors of PFAS. If the MPCA obtains funding to collect and analyze PFAS we reserve the right to collect two additional samples at these facilities.
- B. Category two - Complete an inventory of potential industrial sources of PFAS and start a dialog with those potential sources to initiate source identification and reduction work. Develop, complete, and submit a PFAS Pollutant Management Plan (PFAS PMP) and complete and submit the final two sampling events.

- C. Category three - Complete an inventory of potential industrial sources of PFAS and start a dialog with those potential sources to initiate source identification and reduction work. Develop, complete, and submit a PFAS Pollutant Management Plan (PFAS PMP) and complete and submit the final two sampling events. Based on the industrial user inventory MPCA will work with you to identify further actions to verify PFAS discharges from these potential sources.

Whereas, the MPCA will continue to pursue funding to offset the cost of sample collection and sample analysis. If funding is obtained, an MPCA identified contractor will be used to coordinate and collect samples from designated influent monitoring locations at the wastewater treatment facilities identified in the MPCA PFAS monitoring plan. The collected influent samples will then be sent to an MPCA designated certified laboratory for analysis. Related costs associated with sample collection and analysis will be covered pursuant to the amount of funding obtained and any potential eligibility requirements. The results of the monitoring will be shared with both the monitored wastewater facilities and the MPCA. Data will be submitted via the EQUIS system.

Whereas, MPCA Municipal wastewater contacts for the PFAS Monitoring Plan are:

Jaramie Logelin, jaramie.logelin@state.mn.us, 218-302-6640 or

Sherry Bock, sheryl.bock@state.mn.us, 218-316-3882.

Therefore, Phase I of the 2022 PFAS Monitoring Plan includes a goal that all municipal wastewater treatment facilities, which have delegated pretreatment programs or have identified one or more significant industrial users, will:

- A. Participate in influent wastewater sampling; and
- B. Participate in the identification and understanding of sources of PFAS entering into your wastewater treatment facility; and
- C. If a category two, complete an inventory of potential industrial sources of PFAS and start a dialog with those potential sources to initiate source identification and reduction work. Develop, complete, and submit a PFAS Pollutant Management Plan (PFAS PMP) and complete and submit the final two sampling events; and
- D. If a category three, complete an inventory of potential industrial sources of PFAS and start a dialog with those potential sources to initiate source identification and reduction work. Develop, complete, and submit a PFAS Pollutant Management Plan (PFAS PMP) and complete and submit the final two sampling events. Based on the industrial user inventory, MPCA will work with you to identify further actions to verify PFAS discharges from these potential sources.

In furtherance of these goals, your District or City and MPCA agree to the following actions:

Wastewater Treatment Facility Actions

1. PFAS sampling plan.

- a. By January 1, 2023, develop and submit, for review and approval to the MPCA, a PFAS Sampling Plan specific to the District's or City's PFAS influent monitoring.
 - i. The PFAS Sampling Plan must follow MPCA's updated analytical fact sheet for Per- and Polyfluoroalkyl substances: [Guidance for Per- and Polyfluorinated Alkyl Substance: Analytical \(state.mn.us\)](#).

- ii. The PFAS Sampling Plan must include, but not be limited to, specific sample location, sample collection type, who will be collecting samples (Permittee or contractor), selected lab for analysis and sample analysis method the lab will be using including the reporting limit of each of the PFAS compounds. All samples should be unfiltered and collected at your facility's influent waste stream (WS) station. Each sample shall include at a minimum all PFAS compounds listed in Appendix A. Please note the reporting limits in Appendix A for the six bolded parameters. All other parameters have a goal of under 4 nanograms per liter (ng/L) but will be subject to change upon guidance revisions.
- iii. The PFAS Sampling Plan should be submitted electronically to both Jaramie Logelin and Sherry Bock to their noted emails.

2. Collect Influent Samples.

- a. Collect and submit to the lab round one influent sample by March 31, 2023, in accordance with the completed PFAS sampling plan. By June 30, 2023, submit the first round of influent monitoring data to the MPCA's EQulS database. The monitoring data may be submitted by the District or City or your accredited laboratory.
- b. Collect and submit to the lab round two influent sample by June 30, 2023.
- c. By August 31, 2023, submit the second round of influent monitoring data into MPCA's EQulS database. The monitoring data may be submitted by the District or City or your accredited lab.
- d. Collect and submit to the lab round three influent sample by June 30, 2024.
- e. By September 31, 2024, submit the third round of influent monitoring data to the MPCA's EQulS database. The monitoring data may be submitted by the District or City or your accredited laboratory.
- f. Collect and submit to the lab round four influent sample by September 31, 2024.
- g. By December 31, 2024, submit the results of the fourth round of influent sampling monitoring data into MPCA's EQulS database. The monitoring data may be submitted by the District or City or your accredited lab.

3. Inventory of potential PFAS sources.

- a. By August 31, 2023, start inventorying industrial users that may be potential PFAS contributors to your wastewater collection system
 - i. The initial inventory should identify all industrial users, including but not limited to, all significant industrial users, categorical industrial users, and nonsignificant industrial users based on the NAICS Codes identified in Appendix F of the MPCA's PFAS Monitoring Plan (starting on page 32).
- b. Complete the inventory of potential sources for use in your pollutant management plan by December 31, 2023. Maintain the inventory onsite.

4. PFAS Pollutant Management Plan.

- a. By September 15, 2023, start to develop a PFAS Pollutant Management Plan. The goal will be to identify any non-domestic wastewater sources of PFAS entering your facility and to promote source reduction activities for those sources.
- b. By March 15, 2024, submit the completed PFAS Pollutant Management Plan to the MPCA for review.

5. Implementation of PFAS Pollutant Management Plan.

- a. By 30 days after the submittal of the PFAS Pollutant Management Plan, provide continuing education and information to industrial users and the community on reducing PFAS. Implement the PFAS Pollutant Management Plan and begin implementing follow-up PFAS reduction actions based on MPCA developed response thresholds as identified in MPCA Responsibilities item #5.

6. Continual

- a. Operating and maintaining your wastewater treatment systems to optimize PFAS reduction activities.

MPCA Responsibilities

- 1. By November 1, 2022, establish monitoring and sampling criteria, and a process to capture the data in MPCA's EQulS database.
- 2. By November 1, 2022, finalize and distribute a final sampling and analysis guide to be used by all facilities.
- 3. Develop and, when available, distribute a Legislative PFAS Source Identification & Reduction Tool Kit to all applicable permittees.
- 4. By September 15, 2023, or within 15 days of substantial submittal of round 1 and 2 monitoring data, develop and communicate response thresholds based on the first two sample results.
- 5. Continue to pursue funding to help cover costs of sample collection and sample analysis. If funding is obtained, it will be dispersed pursuant to any eligibility requirements.

Joint District or City/MPCA Responsibilities

- 1. Collaborate on efforts to work with suppliers, manufacturers, educational institutions, and other interested parties to reduce the use of PFAS in products and procedures where pragmatic alternatives exist.
- 2. Collaborate to develop communication strategies for the public to understand the data and information gained from this joint effort to manage PFAS.

Terms and Conditions

This is a voluntary agreement and can be nullified by either party at any time.

This agreement does not amend, nor shall it be construed as part of the National Pollutant Discharge Elimination System (NPDES) permit for your wastewater treatment facility, however the MPCA expects compliance with provisions within this agreement and reserves the right to utilize MPCA authority under Minn. Stat. § 115.03 to obtain and collect data and information as needed.

This agreement will expire upon the completion of collection and submittal of the final requested sampling data.

Authorized Representatives

The District's or City's Authorized Representative for purposes of administration of the Memorandum of Understanding is:

Fergus Falls Wastewater Treatment Plant

By: _____

Benjamin Schierer

Name: _____

Title: _____

Date: _____

The MPCA's Authorized Representative for purposes of administration of this Memorandum of Understanding is:

**STATE OF MINNESOTA
POLLUTION CONTROL AGENCY**

By: *Katrina Kessler*

Katrina Kessler, P.E.
Commissioner

Date: October 5, 2022

Appendix A

Minimum list of requested PFAS Compounds

Compound (Acronym) (Source of Compound list and Reporting Limit (RL) goals* found here)*Subject to change upon guidance revision	Aqueous Reporting Limit (RL) Goals (ng/L)	CAS Number
Perfluorobutanoate (PFBA)	under 6	375-22-4
Perfluoropentanoate (PFPeA)		2706-90-3
Perfluorohexanoate (PFHxA)	under 4	307-24-4
Perfluoroheptanoate (PFHpA)		375-85-9
Perfluorooctanoate (PFOA)	under 4	335-67-1
Perfluorononanoate (PFNA)		375-95-1
Perfluorodecanoate (PFDA)		335-76-2
Perfluoroundecanoate (PFUnA)		2058-94-8
Perfluorododecanoate (PFDoA)		307-55-1
Perfluorotridecanoic Acid (PFTTrDA)		72629-94-8
Perfluorotetradecanoic acid (PFTeDA)		376-06-7
Perfluorobutanesulfonate (PFBS)	under 4	375-73-5
Perfluoropentanesulfonate (PFPeS)		2706-91-4
Perfluorohexanesulfonate (PFHxS)	under 4	355-46-4
Perfluoroheptanesulfonate (PFHpS)		375-92-8
Perfluorooctanesulfonate (PFOS)	under 4	1763-23-1
Perfluorononanesulfonate (PFNS)		474511-07-4
Perfluorodecanesulfonate (PFDS)		335-77-3
Perfluorododecanesulfonate (PFDoS)		79780-39-5
4:2 Fluorotelomer sulfonic acid (4:2 FTS)		757124-72-4
6:2 Fluorotelomer sulfonic acid (6:2 FTS)		27619-97-2
8:2 Fluorotelomer sulfonic acid (8:2 FTS)		39108-34-4
N-Methylperfluorooctanesulfonamidoacetic acid (N-MeFOSAA)		2355-31-9
N-Methylperfluorooctanesulfonamidoacetic acid (N-EtFOSAA)		2991-50-6
Perfluorooctane Sulfonamide (PFOSA)		754-91-6
N-Methyl perfluorooctane sulfonamide (N-MeFOSA)		31506-32-8

Compound (Acronym) (Source of Compound list and Reporting Limit (RL) goals* found here) *Subject to change upon guidance revision	Aqueous Reporting Limit (RL) Goals (ng/L)	CAS Number
N-Ethyl perfluorooctane sulfonamide (N-EtFOSA)		4151-50-2
N-Methyl perfluorooctane sulfonamidoethanol (N-MeFOSE)		24448-09-7
N-Ethyl perfluorooctane sulfonamidoethanol (N-EtFOSE)		1691-99-2
Hexafluoropropylene oxide dimer acid (HFPO-DA)		13252-13-6
3H-Perfluoro-3-[(3-methoxy-propoxy) propanoic acid] (ADONA)		919005-14-4
9-Chlorohexadecafluoro-3-oxane-1-sulfonic acid (9Cl-PF3ONS)		756426-58-1
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS)		763051-92-9

Municipal Wastewater PFAS Monitoring and MOU Summary for local decision makers:

- Per- and polyfluoroalkyl substances (PFAS) are a family of nearly 5,000 chemicals which have been widely used in industrial, commercial, and residential applications, are resistant to breakdown, and are found virtually everywhere in our environment.
- At concentrations which vary by specific chemical, PFAS can be toxic, causing adverse health effects in humans, fish, and wildlife.
- In February of 2021, the MPCA released a PFAS Blueprint for addressing PFAS statewide. This was followed by a PFAS Monitoring Plan (March 2022) which identifies how the MPCA will collect PFAS monitoring data from all major regulatory program areas.
- Wastewater treatment plants (WWTPs) are a receiver of PFAS and can be a conduit for the discharge of PFAS into the environment. PFAS can be present in wastewater which flows to WWTPs and is not treated by conventional treatment technologies. PFAS treatment at the wastewater treatment facility is not economically feasible at this point, so the MPCA is focusing on source identification and source reduction.
- In an effort to collaborate with the WWTPs the MPCA has asked that the monitoring be completed outside the City's wastewater permit, through the use of the MOU.
- The MPCA is requesting approximately 90 municipal WWTPs, which have identified significant industrial users, to participate in phase 1 of the PFAS Monitoring Plan. By signing a Memorandum of Understanding (MOU), these facilities agree to the following:
 1. Submit a PFAS Sampling Plan
 2. Collect four quarterly influent samples
 3. Inventory potential sources, develop a PFAS Pollutant Management Plan, and work with industrial users and other users to reduce PFAS in wastewater influent base on a defined response threshold.
- The MPCA has secured funding to cover the costs of sample collection and analysis for the first two influent samples for facilities who sign the MOU. The MPCA will continue to pursue funding in an effort to potentially cover some or all of the costs of collecting and analyzing the last two influent samples.
- The goal of this monitoring is to:
 1. Evaluate PFAS concentrations discharged to WWTPs,
 2. Identify sources of PFAS,
 3. Begin to make progress reducing PFAS discharged to WWTPs, and
 4. To inform future monitoring and regulatory decisions in future phases of the PFAS monitoring plan in an effort to reduce PFAS discharged to the environment.



Council Action Recommendation

Page 1 of 1

Meeting Date:

November 7, 2022 – City Council

Subject:

Otter Tail Power Letter of Intent to Purchase Real Property Northwest of Pisgah Dam

Recommendation:

- 1) Authorize the City Staff and City Attorney to negotiate a Purchase Agreement with Otter Tail Power Co. for the Purchase of Real Property Northwest of Pisgah Dam

Background/Key Points:

Otter Tail Power (OTP) Co. is requesting a tract of land for the purpose of installing a permanent electrical substation facility for OTP's new Express Feeder Project. The subject land is located within the abandoned Wastewater Treatment Plant that is City owned. OTP is requesting approximately 0.03 acres with a permanent ingress/egress easement to construct new facilities prior to decommissioning existing facilities such as the current substation located adjacent to the Former Dairy site, near Buse Street. Please refer to the attached preliminary exhibit.

As you can see, the proposed tract of land lies above existing Wastewater Treatment Plant (WWTP) structures (digester, clarifier, sludge control building, etc.) which would need to be removed prior to any new substation construction. In 2019, the City Council initiated the demolition of this abandoned WWTP however, the project was placed on hold due to other funding priorities. I would recommend the City restart the demolition project process and demolish the entire abandoned WWTP facility instead of only a portion of land requested by OTP. It would be more cost effective, less interruptive, and perhaps less risk of damage to OTP's new facilities versus a piecemeal demolition approach.

Also, per the attached Letter of Intent (LOI) the City will need to procure an Environmental Site Assessment, Phase 1 for this site. Staff is currently working on procuring a proposal. If this Council authorizes staff to negotiate a Purchase Agreement with OTP, additional information will need to be researched along with anticipated schedules for each party for future Council consideration.

Budgetary Impact:

There is no fee associated with this request other than general staff time associated with the current request.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

Attachments:

LOI

Site Exhibit

215 South Cascade Street
PO Box 496
Fergus Falls, Minnesota 56538-0496
218 739-8200
www.otpc.com



City of Fergus Falls
Andrew Bremseth, City Administrator
112 West Washington Avenue
Fergus Falls, MN 56537

Email: Andrew.Bremseth@ci.fergus-falls.mn.us

Re: Letter of Intent to Purchase Real Property Northwest of Pisgah Dam

Dear Mr. Bremseth:

This letter will serve to outline the general terms under which Otter Tail Power Company (“OTP”) would be willing to purchase a tract of land from the City of Fergus Falls (“the City”), generally located Northwest of the Pisgah dam just west of Tower Road South, in exchange for the City purchasing a tract of land from OTP which is already the location of a small substation that OTP would need to move. The final structure of the transaction will be determined by the parties after OTP has completed its due diligence and as part of the negotiation of a definitive agreement with respect to the transaction. Also, OTP will only be able to enter into the transaction with the prerequisite management approval.

This agreement was ratified and approved by the Fergus Falls City Council on _____, 2022.

1. Description of Basic Terms of Transaction. OTP would purchase from the City that tract of land depicted on the attached **Exhibit A** for the purpose of installing an Electric Line and Substation Facility. Further, the City agrees that within that portion of its property shown, it will provide to OTP a sufficient easement for access. The City shall retain all rights of use and access to and upon, over, and under the access easement. The City shall convey easements sufficient to meet OTP needs over the remaining tract for transmission and/or distribution electric line and/or fiber line purposes (with requisite line clearance), as required for its future purposes. The legal description for the tract, the reserved easements, and the access shall be determined by survey as promptly as possible.
2. Purchase Price. The purchase price, payable at closing, shall be determined by the total acreage according to the surveyed plat. The purchase price is determined at five hundred and 00/100 Dollars (\$500.00) per acre. The tract’s estimated size is 110 feet long by 110 feet wide, for an approximate 0.3 acres in total, and shall be adjusted as determined by survey.

3. Condition of Property. OTP is aware that the former use of this property was a Wastewater Treatment Facility. The City will remove all physical structures and foundations currently located on the tract of land and associated easement areas described in Section 1 above prior to closing.
 - a. OTP shall have the right to have inspections for the tract to be conveyed conducted prior to the closing.
 - b. The City specifically agrees that it will conduct, at its own expense, and provide to OTP a Phase I Environmental site assessment and a Phase II site assessment, if deemed necessary, at the sole discretion of OTP.
 - c. Any environmental liabilities resulting from the studies outlined in 3.b will be remediated, at the City's sole cost, prior to the closing unless otherwise agreed to in writing by the parties.
 - d. If an environmental assessment determines that the property should not be disturbed or is not suitable for OTP's planned use, OTP would not be bound to the transaction.
4. Electric Facility Fence. OTP will fence the Electric Facility according to NERC/FERC standard fencing requirements for a facility of this type and size. The City will reimburse to OTP the difference in cost for any required additional screening or other methods to control the view shed from any and all facilities outlined in Section 1.
5. Indemnification. The City will explicitly indemnify OTP from any and all environmental claims arising from or associated with the property or City's past use of the property in the future. This shall survive and be included in the Purchase Agreement and shall survive the closing of the Purchase Agreement, regardless of whether it appears in any further documentation implementing the closing of this agreement.
6. Third Party Consents. The closing of the transactions described in this letter will be contingent on obtaining all consents of third parties, including governmental authorities, necessary to permit the parties to complete these transactions.
7. Due Diligence. Each party will immediately commence such due diligence investigations as it deems appropriate for the tract to be conveyed and will cooperate with the other party with respect to reasonable requests made by such other party with respect to such investigations.
8. Non-Binding Nature of Letter of Intent; Definitive Agreement. It is understood that none of the provisions of this letter will be legally binding. The legal obligations of the parties shall be only as set forth in a duly negotiated and executed definitive agreement, which, in addition to the terms outlined herein, will contain such other terms, including covenants, representations, warranties, and conditions, as the parties consider appropriate, and into which this Letter of Intent and all prior discussion will merge.
9. Professional Fees. Each party will be responsible for paying its own professional fees. Each party represents and acknowledges that there have been no business brokers, investment banks, or other intermediaries involved in this transaction.

If you are in agreement with the foregoing, please confirm this with your signature below and return a copy to me.

Sincerely,

Otter Tail Power Company



JoAnn M. Thompson, Vice President, Asset Management

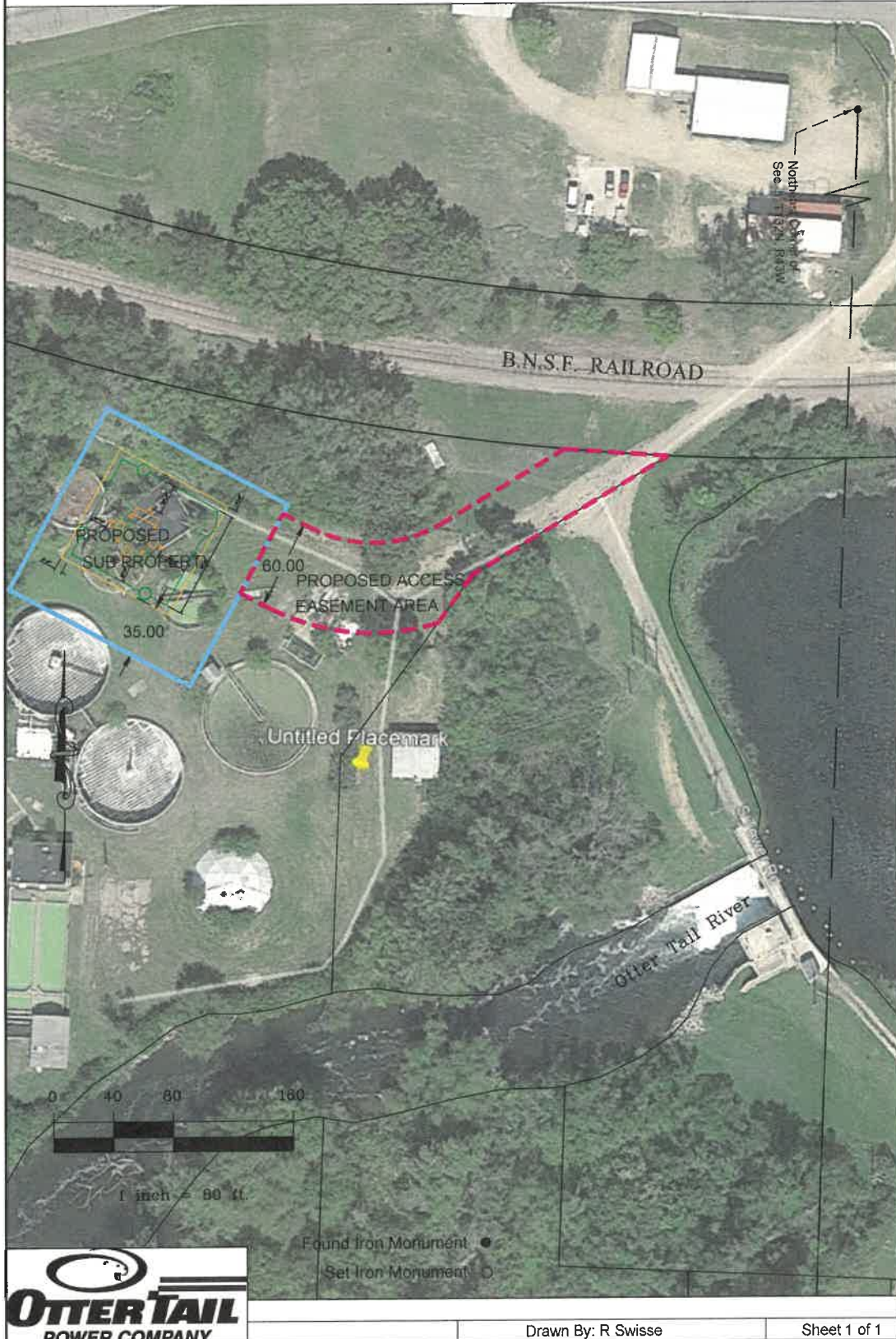
ACCEPTED AND AGREED:

The City of Fergus Falls

Andrew Bremseth, City Administrator

Ben Schierer, Mayor

Proposed Substation Property and Access Easement in
 City of Fergus Falls Across Part of the NE 1/4 of Sec.5,
 T132N, R43W, Otter Tail County, Minnesota



RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

WHEREAS, THE CITY ADMINISTRATOR HAS AUDITED AND THE DEPARTMENTS HAVE APPROVED THE FOLLOWING CLAIMS AGAINST THE CITY OF FERGUS FALLS, AND HAVE CERTIFIED THAT SUCH CLAIMS ARE PROPERLY PAYABLE BY THE SAID CITY, AND THAT THE SAID CITY ADMINISTRATOR HAS VERIFIED SUCH CLAIMS TO BE PAID AND HAS SATISFIED HIMSELF THAT SUCH BILLS AND CLAIMS ARE PROPER CHARGES AGAINST THE CITY OF FERGUS FALLS;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERGUS FALLS, MINNESOTA, THAT THE FOLLOWING BILLS AND CLAIMS BE AND THEREBY ARE, ORDERED PAID OUT OF THE FOLLOWING FUNDS:

General

A-1 LOCK & KEY LLC	ARENA DUPLICATE KEYS	25.88
A-1 LOCK & KEY LLC	CITY HALL DUPLICATE KEYS	25.88
ARC DOCUMENT SOLUTIONS LLC	GIS SOFTWARE MAINTENANCE	217.19
ARC DOCUMENT SOLUTIONS LLC	INK FOR GIS PRINTER	605.01
ARC DOCUMENT SOLUTIONS LLC	TX-4100 SCANNER & STACKER	6,300.00
ADMINISTRATOR'S CONTINGENCY FD	RECORD CUP/1233 NORTHERN	46.00
ADMINISTRATOR'S CONTINGENCY FD	REFUND/PAVILION DEPOSIT-DAHLE	100.00
ADMINISTRATOR'S CONTINGENCY FD	SEPT 2022 ANALYSIS SVC CHARGE	162.22
ADMINISTRATOR'S CONTINGENCY FD	SEPTEMBER 2022 INTEREST EARNED	.02-
AMERICAN LEGAL PUBLISHING CORP	OCT 2022 S-2 SUPPLEMENT EDIT	2,877.00
AMERICAN LEGAL PUBLISHING CORP	2022 S-2 FOLIO/INTERNET PAGES	308.30
SEAN ANDERSON	CLEANING WEEKS OF OCT 10-17	405.46
ARENA WAREHOUSE LLC	ICE PAINTING SERVICE	911.25
ASPEN MILLS INC	HOHRMAN UNIFORM PURCHASE	121.88
AUTO VALUE - FERGUS FALLS	CLASSIC SECTION WR	75.96
AUTO VALUE - FERGUS FALLS	OCT BATTERY CORE FOR SOLAR LIG	18.00
AUTO VALUE - FERGUS FALLS	OCT FOAM SEALER PER BRENT	8.99
AUTO VALUE - FERGUS FALLS	OCT SOLAR LIGHT BATTERIES	461.98
AUTO VALUE - FERGUS FALLS	RETURN CLASSICAL SECTION WR	2.00-
AVESIS THIRD PARTY ADMIN INC	NOVEMBER VISION INSURANCE	30.14
BANKCARD CENTER	ADOBE CREATIVE CLOUD	52.99
BANKCARD CENTER	AICPA 2022 MEMBERSHIP DUES	315.00
BANKCARD CENTER	ARAMARK CREDIT	45.92-
BANKCARD CENTER	AUG INKJET CORNER INK CARTRIDG	30.49
BANKCARD CENTER	AUGUST FIRE MARSHAL CONFERENCE	165.00
BANKCARD CENTER	BATTERIES	39.22
BANKCARD CENTER	BROADWAY BATHROOM REPAIR PARTS	45.25
BANKCARD CENTER	BROADWAY PARK, BATHROOM TRIM	272.25
BANKCARD CENTER	CEDERBERG CLASS FEE	159.71
BANKCARD CENTER	CEDERBERG UNIFORM PURCHASE	64.99
BANKCARD CENTER	CREDIT/OVERCHARGED SEPT STMNT	20.00-

General

BANKCARD CENTER	DUENOW UNIFORM PURCHASE	7.99
BANKCARD CENTER	ESTEP WEBINAR CLASS FEE	99.00
BANKCARD CENTER	HEINEN DMT CLASS FEE	375.00
BANKCARD CENTER	HOHRMAN UNIFORM PURCHASE	177.67
BANKCARD CENTER	KITCHEN SUPPLIES	123.32
BANKCARD CENTER	KITZMAN UNIFORM PURCHASE	5.99
BANKCARD CENTER	LIEN/SONSTEBO TRAINING MEAL	28.15
BANKCARD CENTER	MAILING ENVELOPES-PADDED	18.68
BANKCARD CENTER	MILLER UNIFORM PURCHASE	21.54
BANKCARD CENTER	MILLER/WEST HOTEL-EVIDENCE MGM	218.26
BANKCARD CENTER	MILLER/WEST MEAL	98.35
BANKCARD CENTER	MILLER/WEST TRAINING MEAL	31.62
BANKCARD CENTER	MNGFOA ANNUAL CONFERENCE	230.00
BANKCARD CENTER	MONTHLY ADOBE MEMBERSHIP	10.78
BANKCARD CENTER	MOULTRIE MONTHLY	9.99
BANKCARD CENTER	NUISANCE IMAGE STORAGE	9.99
BANKCARD CENTER	OFFICE SUPPLIES	177.84
BANKCARD CENTER	ORBIT TRAVELING SPRINKLER	163.92
BANKCARD CENTER	PITNEY BOWES LEASE	243.00
BANKCARD CENTER	PLASTIC SHIMS,HAMMER SET	36.06
BANKCARD CENTER	POSTAGE BCA	19.54
BANKCARD CENTER	POSTAGE 2202634	20.10
BANKCARD CENTER	REPAIR WEATHER SIREN	89.00
BANKCARD CENTER	SEPT ALKALINE BATTERIES	11.99
BANKCARD CENTER	SEPT APC REPLACEMENT BATTERY	56.00
BANKCARD CENTER	SEPT CLASS A UNIFORMS	134.00
BANKCARD CENTER	SEPT DIABETIC TEST STRIPS	4.68
BANKCARD CENTER	SEPT EMR TRAINING SUPPLIES	772.83
BANKCARD CENTER	SEPT EMSRB TRAINING PROGRAM	102.15
BANKCARD CENTER	SEPT ENGRAVED ALDER PLAQUES	100.00
BANKCARD CENTER	SEPT FIRE PREVENTION POSTERS	86.70
BANKCARD CENTER	SEPT HAND RAIL PARKING GARAGE	43.47
BANKCARD CENTER	SEPT MAN-LIFE/FORM AIRWAY LARR	685.75
BANKCARD CENTER	SEPT MEETING EXPENSE-LODGING	467.50
BANKCARD CENTER	SEPT MN APPL GOVERNMENT MEMBER	85.00
BANKCARD CENTER	SEPT MOULAGE TRAINING SUPPLIES	55.80
BANKCARD CENTER	SEPT PLANTONICS SWITCH ADAPTER	32.88
BANKCARD CENTER	SEPT RAILING PARKING GARAGE	73.49
BANKCARD CENTER	SEPT REPLACEMENT BATTERY	37.95
BANKCARD CENTER	SEPT R3 & E2 CHAIN SAW CHAINS	25.77
BANKCARD CENTER	SEPT STATION PORTRAITS	46.01
BANKCARD CENTER	SEPT TRAINING SUPPLIES	113.38
BANKCARD CENTER	SEPT TRAVEL-LODGING	342.34

General

BANKCARD CENTER	SEPT USB CHARGER, SCREEN PROTE	29.76
BANKCARD CENTER	SEPT WALL CHARGER,TYPE C CABLE	24.88
BANKCARD CENTER	SEPT WIRELESS HEADSET	423.89
BANKCARD CENTER	SEPTEMBER APPY PIE LLC	60.00
BANKCARD CENTER	SEPTEMBER CHAMBER MIXER	20.00
BANKCARD CENTER	SEPTEMBER GOOGLE STORAGE	19.99
BANKCARD CENTER	SEPTEMBER KEURIG COFFEE MAKER	157.90
BANKCARD CENTER	SEPTEMBER MEETING-LODGING	822.52
BANKCARD CENTER	SEPTEMBER TRAINING SUPPLIES	63.40
BANKCARD CENTER	SEPTEMBER UNIFORMS	112.00
BANKCARD CENTER	SILBERNAGEL UNIFORM PURCHASE	282.77
BANKCARD CENTER	SONSTEBO UNIFORM PURCHASE	138.12
BANKCARD CENTER	SONSTEBO UNIFORM RETURN	124.14-
BANKCARD CENTER	TIRES,TUBES HOSE REEL CART	90.10
BANKCARD CENTER	TONER	230.95
BANKCARD CENTER	VACUUM BREAKER 3/4"	57.75
BANKCARD CENTER	WEST UNIFORM PURCHASE	59.28
BANKCARD CENTER	WEST UNIFORM PURCHASE RETURN	277.90-
BANKCARD CENTER	128 AND 256 GB THUMB DRIVES	116.94
BDT MECHANICAL LLC	REPAIRED HEAT PUMP	2,188.50
BEYER BODY SHOP, INC.	TOW LEXUS STOLEN/22034539	100.00
BIG AXX LLC	OCT ZAMBONI BLADES SHARPENED	66.00
BIG AXX LLC	OCTOBER FREIGHT	58.00
CHARTER COMMUNICATIONS	OCTOBER FIXED IP ADDRESS	19.99
CHARTER COMMUNICATIONS	OCTOBER INTERNET	119.99
CHARTER COMMUNICATIONS	SEPTEMBER FIXED IP ADDRESS	19.99
CHARTER COMMUNICATIONS	SEPTEMBER INTERNET	119.99
CHARTER COMMUNICATIONS	10/18-11/17	32.97
COLE PAPERS INC	OFFICE SUPPLIES	427.59
COMMERCIAL REFRIGERATION SYS	START UP,COMMISSION ICE PLANT	1,175.00
COMSTOCK CONSTRUCTION INC	DOOR / BUILDING INSULATION	1,287.18
COMSTOCK CONSTRUCTION INC	EROSION REPAIR UNION BRIDGE	7,550.00
COOPERS TECHNOLOGY GROUP	DRY ERASE BOARD,MARKERS,ERASER	85.00
COOPERS TECHNOLOGY GROUP	OCT CORRECT TAPE,WRITING PADS	58.77
DACOTAH PAPER CO	CAN LINER,TISSUE,PROXY CLNR	294.92
DACOTAH PAPER CO	CAN LINER,TISSUE,TOWEL,BLEACH	1,022.31
DACOTAH PAPER CO	URINAL SC.,TOWEL,TISSUE,BLEACH	898.15
DAILY JOURNAL	SEPT PLANNING COMMISSION MTG	105.88
DAKOTA SUPPLY GROUP	OCT LIGHT POLE HIT AT RTC	6,100.00
TOM DRECHSEL	2022 SAFETY BOOT REIMBURSEMENT	125.00
EQUIPMENT FUND	NOVEMBER EQUIPMENT RENT	110,831.32
EXCEPTIONAL OUTDOOR SERVICES	WINTERIZE DELAGOON IRRIGATION	950.00
4M FUND	OCT 22 SERVICE CHARGE	59.22

General

FASTENAL COMPANY	OCT B7 STD 5/8-11X4.5	44.17
FASTENAL COMPANY	OCT SIGN BOLTS/NUTS	128.92
FASTENAL COMPANY	OCT 20X20X2 AIR FILTERS AT ICE	564.41
FERGUS HOME & HARDWARE	OCTOBER ANTI-FREEZE SPLASH RV	78.96
GALLS LLC	RENNER VEST	1,135.79
THOMAS GARDING	METAL BRAKE & SOFFIT TABLE	125.00
GENERAL FUND	OCTOBER COPIER USE	190.08
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	95.71-
GENERAL FUND	OCTOBER POSTAGE USE	319.12
GENERAL FUND	TRANSFER OCTOBER COPIER USE	270.30-
GENERAL FUND	TRANSFER OCTOBER POSTAGE USE	643.29-
GOODIN COMPANY	CREDIT, RETURN 5/16" DRIVE	18.16-
GOODIN COMPANY	CREDIT, RETURN BUSH, COUPLING	17.32-
GOODIN COMPANY	CREDIT, RETURN PARTS	132.08-
GREAT PLAINS NATURAL GAS CO	OCTOBER NATURAL GAS EXPENSE	2,167.93
GREATER FERGUS FALLS CORP	4TH QTR 2022 BUDGET ALLOCATION	12,500.00
GUARDIAN	NOVEMBER DENTAL INSURANCE	4,128.07
GOODPOINTE TECHNOLOGY INC	2022 ICON PAVEMENT SURVEY #2	5,614.60
HILDI INC USI	RELIEF ACTUARIAL STUDY	1,100.00
HOME DEPOT CREDIT SERVICES	OCT BLADE/SATIN CLEAR DAVE H	62.89
HOME DEPOT CREDIT SERVICES	OCT LACQUER/EXP JOINT PARKS	92.86
HOME DEPOT CREDIT SERVICES	OCT MISC SUPPLIES USED AT MAGN	27.38
HOME DEPOT CREDIT SERVICES	OCT 1/2' ANCHORS PARKING RAMP	35.10
HOME DEPOT CREDIT SERVICES	OCTOBER BLACK NIPPLE & CAP	5.69
HOME DEPOT CREDIT SERVICES	OCTOBER FHT ADAPTER BRASS	5.92
HOME DEPOT CREDIT SERVICES	OCTOBER GALVANIZED CAP	22.82
HOME DEPOT CREDIT SERVICES	OCTOBER GORILLA GLUE	19.96
HOME DEPOT CREDIT SERVICES	OCTOBER HAMMER, TOOL BAG, TAPE	323.27
HOME DEPOT CREDIT SERVICES	OCTOBER POULTRY NETTING	21.82
HOME DEPOT CREDIT SERVICES	OCTOBER QUIKRETE CONCRETE MIX	9.48
HOME DEPOT CREDIT SERVICES	OCTOBER ZINC WASHER & BOLT	3.00
INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	181.47
KNUTSON ELECTRIC REBUILDING	BEARINGS, SHOP SUPPLIES, LABOR	192.50
KNUTSON LAWN SERVICE	CONTRACT MOWING WOODLAND DR	130.00
LAKE REGION HEALTHCARE CORP	BLOOD DRAW/HELPS/22033071	55.00
LAKE REGION HEALTHCARE CORP	OCT PRE-EMPLOY DRUG SCREENS	112.50
LEAGUE OF MINNESOTA CITIES	ANNUAL MEMBERSHIP DUES	13,744.00
AARON & NICOLE LEININGER	OTC TAX	1.03-
AARON & NICOLE LEININGER	STATE TAX	14.11-
LEITCH EXCAVATING INC	RETURN OVERPAYMENT PERMIT 2728	150.00-
LEITCH EXCAVATING INC	RETURN RESTORATION PERMIT 2868	750.00
LEITCH EXCAVATING INC	RETURN RESTORATION PERMIT 2872	150.00
LEITCH EXCAVATING INC	RETURN RESTORATION PERMIT 2879	300.00

General

LEITCH EXCAVATING INC	RETURN RESTORATION PERMIT 2920	300.00
LOCATORS & SUPPLIES INC	OCT CORDED EAR PLUGS	33.99
LOCATORS & SUPPLIES INC	OCT ORANGE NITRILE GLOVES CHRI	29.99
LOCATORS & SUPPLIES INC	OCT 2X GLOVES STREET DEPT	45.98
M-R SIGN COMPANY INC	OCT NO OUTLET SIGNS PEBBLE SHO	114.84
M-R SIGN COMPANY INC	OCT STOCK DIE CUTS	100.70
MARCO TECHNOLOGIES LLC	COPIER CONTRACT 10/15-11/15	397.20
MARCO TECHNOLOGIES LLC	REDISTRIBUTE COPIER OVERAGE	252.01
MARCO TECHNOLOGIES LLC	REDISTRIBUTE 1 MO COPIER RENT	51.88
MARCO TECHNOLOGIES LLC	REDISTRIBUTE 5 MOS COPIER RENT	673.70-
MARCO TECHNOLOGIES LLC	09/27-10/27/22 COPIER RENT	291.88
MARCO TECHNOLOGIES LLC	09/27-10/27/22 COPIER RNT	470.34
MEDTOX LABORATORIES INC	SEPT PRE-EMPLOY DRUG SCREENS	66.80
METRO SALES, INC	09/18-10/17/2022 COPIER RENT	152.98
METRO SALES, INC	09/18-10/17/2022 COPIER USAGE	27.59
MN DEPT OF TRANSPORTATION	JULY ASPHALT EMULSION, CRS-2	4,269.94
MN DEPT OF TRANSPORTATION	JUNE ASPHALT EMULSION, CRS-2	2,673.68
MINNKOTA ENVIROSERVICES INC	SEPTEMBER SHREDDING SERVICE	35.00
RYAN MUCHOW	2022 MSFCA ANNUAL CONFERENCE	275.26
NARDINI FIRE EQUIPMENT CO INC	INSPECTION ALARM SYSTEM	505.00
NYCKLEMOE & ELLIG, P.A.	NOV RETAINER FEE/OFFICE ALLOW	7,041.67
OTIS ELEVATOR COMPANY	OTIS PANDEMIC FEE	125.00
OTTER TAIL COUNTY HIGHWAY DEPT	ROUND A BOUT ELEC. LIGHTING	5.10
OTTER TAIL COUNTY TREASURER	ACTIVE 911 RENEWAL 2023	624.75
OTTER TAIL POWER COMPANY	OCTOBER ELECTRICITY EXPENSE	347.39
OTTER TAIL POWER COMPANY	SEPT & OCT ELECTRICITY EXPENSE	4,251.10
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	2,392.80
PEMBERTON LAW, P.L.L.P.	SEPT 2022 COMPENSATION STUDY	12.50
POLICE DEPT CONTINGENCY FUND	AUTOPSY TRANSPORT EXP/22035503	72.81
POLICE DEPT CONTINGENCY FUND	CEDERBERG CLASS FEE	149.00
POLICE DEPT CONTINGENCY FUND	KITZMAN UNIFORM PURCHASE	86.94
POLICE DEPT PETTY CASH	CEDERBERG TRAINING MEAL	14.00
POSTAGE BY PHONE	POSTAGE BY PHONE	3,000.00
PUBLIC UTILITIES DEPARTMENT	OCT UTILITIES/522 E HAMPDEN	34.78
PUBLIC UTILITIES DEPARTMENT	OCTOBER PUBLIC UTILITIES	3,219.51
SHI INTERNATIONAL CORP	COMPUTER/MONITOR REPLACEMENT	1,026.00
SHI INTERNATIONAL CORP	EATON 5P BATTERY BACKUP	1,790.95
SHI INTERNATIONAL CORP	GIS/ENGINEERING COMPUTERS	14,734.38
SHI INTERNATIONAL CORP	VMWARE RENEWAL	1,372.00
SKY CREW SERVICES, LLC	AUG MOWING SERVICES	840.00
SKY CREW SERVICES, LLC	JULY MOWING SERVICES	3,040.00
SKY CREW SERVICES, LLC	JUNE MOWING SERVICES	3,360.00
SKY CREW SERVICES, LLC	SEPT MOWING SERVICES	1,160.00

General

STACY B STOCK	OTC TAX	.27-
STACY B STOCK	STATE TAX	3.61-
STOPSTICK LTD	STOP STICKS REPLACEMENT	495.00
STRUCTURAL MATERIALS INC	NOV MISC CONCRETE SUPPLIES	455.48
STRUCTURAL MATERIALS INC	OCT SCREED BOARDS 16'&10'	782.00
SUMMIT COMPANIES	MONITORING 11/01/22-01/31/23	105.00
SUNSET LAW ENFORCEMENT LLC	AGUILA 9MM AMMO	1,800.50
SUNSET LAW ENFORCEMENT LLC	HORNADY 9MM AMMO	1,040.40
SWANSTON EQUIPMENT CO	SEP STOCK PARTS ORDER (JASON)	157.07
TNC INDUSTRIES INC	OCT PLYMOVENT VEHICLE REPAIRS	414.00
USABLE LIFE	NOVEMBER LIFE INSURANCE	77.00
VERIZON WIRELESS	AIR/CELL SEPT 2-OCT 1	1,082.48
VERIZON WIRELESS	OCTOBER CELL PHONE EXPENSE	1,447.53
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 01F030637	90,470.16-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 01F040677	348,195.01-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 01F0426A6	99,095.31-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 01F0426A9	405,159.51-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 01F042673	350,760.94-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 23223PCX3	80,839.46-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 2463807P8	98,965.83-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 3140LHHC7	483,500.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 3140LHUP3	143,370.81-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 3140LHUR9	212,312.51-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 35563PE39	1,808.19-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 373385LA9	22,933.33-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVEST - 83162CQ97	70,000.00-
WELLS FARGO - INVESTMENTS	PURCHASE OF INVESTMENTS - OCT	4,814,822.12
WIMACTEL INC	OCTOBER TELEPHONE EXPENSE	132.00
BEN WOLDEN LANDSCAPING	CLASS 5 GRAV./VARIOUS LOCATION	17,156.40
	F U N D T O T A L	2,688,950.35

P.A. General

FERGUS HOME & HARDWARE	WASHER / DRYER COMB (GE 27")	1,547.97
GENERAL FUND	OCTOBER COPIER USE	25.96
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	5.10
JOHNSON CONTROLS INC	MONTHLY MAINT -HVAC OCT	498.36
MARCO TECHNOLOGIES LLC	REDISTRIBUTE 5 MOS COPIER RENT	328.62
NATURES GARDEN WORLD	WINTERIZE CBHH SPRINKLER SYST	195.00

P.A. General

OTTER TAIL TELCOM	NOV. TELEPHONE LINES	6.35
SUMMIT COMPANIES	ANNUAL FIRE ALARM TESTING	1,204.00
SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSP	76.00
SUMMIT COMPANIES	MONTHLY MONITORING -NOV	32.50
UGSTAD PLUMBING INC	BOILER/GEN CK 10/07/22	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 10/14/21	90.00
UGSTAD PLUMBING INC	BOILER/GEN CK 10/18/22	90.00
UGSTAD PLUMBING INC	NOVEMBER RETAINER FEE	125.00
UGSTAD PLUMBING INC	REPAIRS TO BATHROOM PIPES	202.50
UGSTAD PLUMBING INC	REPLACED TOILET SEAT RM 179	326.00
	F U N D T O T A L	4,843.36

Regional Treatment Center-City Operated

BANKCARD CENTER	RTC CUUDEBACK DIGITAL	20.00
FASTENAL COMPANY	OCT P100 RESPIRATORS	360.00
	F U N D T O T A L	380.00

Public Library

ADMINISTRATOR'S CONTINGENCY FD	LOST DVD	15.00
BAKER & TAYLOR INC	BOOKS	4,734.00
BAKER & TAYLOR INC	FREIGHT SURCHARGE	47.18
BAKER & TAYLOR INC	PROCESSING	296.68
BANKCARD CENTER	SEPT "BIG READS" BOOKS	47.55
BANKCARD CENTER	SEPT "BIG READS" DVD'S	16.24
BANKCARD CENTER	SEPT LAMINATING PLASTIC SHEETS	16.65
BANKCARD CENTER	SEPTEMBER BOOKS	2,147.20
BANKCARD CENTER	SEPTEMBER DIGITAL MATERIALS	445.48
BANKCARD CENTER	SEPTEMBER DVD'S	656.10
BANKCARD CENTER	SEPTEMBER OFFICE SUPPLIES	50.99
BANKCARD CENTER	SEPTEMBER OPERATING SUPPLIES	383.73
BANKCARD CENTER	SEPTEMBER POSTAGE	96.00
BANKCARD CENTER	SEPTEMBER VINYL RECORDS	425.94
BLACKSTONE PUBLISHING	AUDIOBOOKS FOL REIMBURSE	2,448.19

Public Library

DACOTAH PAPER CO	OCT FLAMMABLE ISOPROPANOL	209.24
DEMCO EDUCATIONAL CORP	PROCESSING SUPPLIES	233.28
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	34.16
GREAT PLAINS NATURAL GAS CO	OCTOBER NATURAL GAS EXPENSE	67.38
HOME DEPOT CREDIT SERVICES	OCT MISC LIBRARY OPS SUPPLIES	133.20
HOME DEPOT CREDIT SERVICES	OCT MISC OP SUPPLIES LIBRARY	32.93
VICTOR LUNDEEN COMPANY	MARKERS, POST-ITS, RINGS	124.77
VICTOR LUNDEEN COMPANY	PAPER FOR COPIES	42.00
MEDTOX LABORATORIES INC	SEPT PRE-EMPLOY DRUG SCREENS	66.80
EMILY MILLARD	OCT/MN LIBRARY ASSN CONFERENCE	272.24
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	76.24
PUBLIC UTILITIES DEPARTMENT	OCTOBER PUBLIC UTILITIES	450.00
VALUE LINE PUBLISHING INC.	VL SUBSCRIP. DC WILL PAY 1/2	4,350.00
	F U N D T O T A L	17,919.17

Bigwood Event Center

ARAMARK	NOVEMBER LINEN SUPPLY	199.26
ARAMARK	OCTOBER LINEN SUPPLY	398.52
BANKCARD CENTER	BRONZE WOOD SCREWS	8.90
BANKCARD CENTER	DRYWALL SCREWS	16.05
BANKCARD CENTER	TRUSS HEAD WOOD SCREWS	9.44
ECOLAB INC	OCTOBER PARTS TO FIX SINK	272.18
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	1.66
GREAT PLAINS NATURAL GAS CO	OCTOBER NATURAL GAS EXPENSE	305.74
MARCO TECHNOLOGIES LLC	06/29-09/29/22 COPIER OVERAGE	20.35
MARCO TECHNOLOGIES LLC	09/29-10/29/22 COPIER RENT	119.86
OTTERTAIL GLASS COMPANY	OCT DOOR GLASS BIGWOOD EVENT C	269.69
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	198.46
PUBLIC UTILITIES DEPARTMENT	OCTOBER PUBLIC UTILITIES	495.25
TWEETON REFRIGERATION	OCTOBER ICE MACHINE RENTAL	180.00
VERIZON WIRELESS	OCTOBER CELL PHONE EXPENSE	51.21
	F U N D T O T A L	2,546.57

T.I. #IV-12 Aura Fabricators

T.I. #IV-12 Aura Fabricators

OTTER TAIL COUNTY TREASURER	REMAINING INCREMENT TIF 4-12	73,124.53
	F U N D T O T A L	73,124.53

IRP Revolving Loan

GENERAL FUND	OCTOBER COPIER USE	6.94
	F U N D T O T A L	6.94

CDBG/HUD Revolving Loan

GENERAL FUND	OCTOBER COPIER USE	1.86
	F U N D T O T A L	1.86

Capital Improvement

BAKER TILLY MUNICIPAL	G.O. TIF BONDS 2022A MUNI ADV	19,812.50
BANKCARD CENTER	SEPT CONCRETE	12.42
BANKCARD CENTER	SEPT RIVERFRONT EXPENSES	57.12
BANKCARD CENTER	4" SEWER DRAIN CAP	3.96
BOLTON & MENK INC	DTRF FINAL DESIGN	80,276.11
BOLTON & MENK INC	PROF SERV. UNION, MILL OVERLAY	457.50
JOEL CARLSON INC.	NOVEMBER LEGISLATIVE FEES	2,285.00
CENTRAL SPECIALTIES, INC.	PAY ESTIMATE #3	228,561.46
COMSTOCK CONSTRUCTION INC	PAY APP. NO. 18	32,178.40
DAILY JOURNAL	SEPT RTC PHASE 3 EXTERIOR PROJ	269.50
THOMAS GARDING	CONCRETE POWER SCREED	400.00
GOODIN COMPANY	CREDIT, RETURN POLY PRESS TEE	13.31-
HOLCIM-MWR INC	OCT CONCRETE GODEL PARK	1,626.50
HOLCIM-MWR INC	OCT CONCRETE GODEL PARK PROJEC	2,139.51
HOME DEPOT CREDIT SERVICES	OCT EXPANSION JOINT GODEL PARK	26.98
HOME DEPOT CREDIT SERVICES	OCT POLY SHEETING/ADHESIVE/APP	167.72

Capital Improvement

INTERSTATE ENGINEERING INC.	PROF SERV 9/1/22 TO 10/1/2022	11,486.72
KIRBYBUILT SALES	ADDT'L TABLES FOR PAVILLION	7,190.68
LOCATORS & SUPPLIES INC	NIMH BATTERY-SURVIVOR, KNUCKLEH	99.90
MN DEPT OF TRANSPORTATION	LINCOLN MATERIAL TEST & INSPEC	612.58
MOORE ENGINEERING INC	PROF SERV. STANTON AVE RECONST.	8,598.75
NATURES GARDEN WORLD	MAGNUSON PARK-VALVE BOX	49.99
ROBERT H NORDICK	2022 SIDEWALK 323 E VASA	3,202.50
ROBERT H NORDICK	2022 SIDEWALK 714 S COURT	2,650.00
ROBERT H NORDICK	2022 SIDEWALK 802 S MILL ST	4,984.20
PEMBERTON LAW, P.L.L.P.	2022 PI9761 SURVEY MATTER	62.50
R & R READY MIX INC	GODEL PARK CEMENT	2,428.00
STRUCTURAL MATERIALS INC	OCT #4 GLASS BAR 20' GODEL PAR	705.00
TERRACON CONSULTANTS INC	MAIN ST BORE NEAR H.LAKE SOLAR	5,850.00
TERRACON CONSULTANTS INC	MAIN ST. BORE ON EXISTING PVMNT	3,450.00
	F U N D T O T A L	419,632.19

Liquor Store

ALCOHOL & GAMBLING ENFORCEMENT	2023 BUYERS CARD-LIQUOR & BEER	40.00
THE AMERICAN BOTTLING COMPANY	OCTOBER/MIX	567.03
ARCTIC GLACIER USA INC	OCTOBER/FREIGHT #3606229804	17.50
ARCTIC GLACIER USA INC	OCTOBER/ICE #3606229804	211.68
ARTISAN BEER COMPANY	NOVEMBER/BEER	1,597.80
ARTISAN BEER COMPANY	OCTOBER/BEER	2,683.15
ARTISAN BEER COMPANY	OCTOBER/MIX	44.50
BANKCARD CENTER	AUGUST MOOD PANDORA	58.12
BANKCARD CENTER	SEPT JIM BEAN FUDGE CARTON	297.00
BANKCARD CENTER	SEPT MISC PURCHASES-STIRRERS	40.56
BANKCARD CENTER	SEPT SINGLE BOTTLE WINE BAGS	22.80
BELLBOY CORPORATION	NOVEMBER/FREIGHT	5.00
BELLBOY CORPORATION	NOVEMBER/MIX	118.50
BELLBOY CORPORATION	OCTOBER/FREIGHT	177.15
BELLBOY CORPORATION	OCTOBER/LIQUOR	14,582.62
BELLBOY CORPORATION	OCTOBER/MISC PURCHASE-LIGHTERS	140.00
BELLBOY CORPORATION	OCTOBER/MIX	127.95
BEVERAGE WHOLESALERS INC	NOVEMBER/BEER	13,540.50
BEVERAGE WHOLESALERS INC	NOVEMBER/LIQUOR	141.00
BEVERAGE WHOLESALERS INC	NOVEMBER/MIX	107.50
BEVERAGE WHOLESALERS INC	OCTOBER/BEER	38,051.65

Liquor Store

BEVERAGE WHOLESALERS INC	OCTOBER/LIQUOR	990.00
BEVERAGE WHOLESALERS INC	OCTOBER/MIX	371.55
BEVERAGE WHOLESALERS INC	OCTOBER/WINE	313.60
BRAUN VENDING INC	NOVEMBER WATER COOLER RENT	7.00
BRAUN VENDING INC	OCTOBER WATER COOLER RENT	9.00
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/FREIGHT	74.19
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/LIQUOR	3,378.26
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/MIX	108.28
BREAKTHRU BEVERAGE MINNESOTA	NOVEMBER/WINE	918.50
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/FREIGHT	326.62
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/LIQUOR	18,568.34
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/MIX	393.21
BREAKTHRU BEVERAGE MINNESOTA	OCTOBER/WINE	4,284.02
CAYAN	OCT 2022 MONTHLY SERVICE FEE	160.74
CAYAN	OCTOBER 2022 CR CD FEES	14,892.98
VIKING COCA-COLA BOTTLING CO	OCTOBER/MIX	1,595.50
COPPER TRAIL BREWING CO	OCTOBER/BEER	375.12
D-S BEVERAGES, INC.	NOVEMBER/BEER	8,331.90
D-S BEVERAGES, INC.	NOVEMBER/LIQUOR	55.70
D-S BEVERAGES, INC.	NOVEMBER/MIX	181.20
D-S BEVERAGES, INC.	OCTOBER/BEER	46,397.42
D-S BEVERAGES, INC.	OCTOBER/LIQUOR	276.80
D-S BEVERAGES, INC.	OCTOBER/MIX	447.10
DACOTAH PAPER CO	OCTOBER/BAGS, ROLL THERMAL	247.05
DACOTAH PAPER CO	OCTOBER/COLD CUPS	90.74
DACOTAH PAPER CO	OCTOBER/SUPPLIES-BAGS	174.56
DACOTAH PAPER CO	SEPTEMBER/BAGS	50.55-
FERGUS BREWING COMPANY LLC	NOVEMBER/BEER	474.00
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	2.56
GREAT PLAINS NATURAL GAS CO	OCTOBER NATURAL GAS EXPENSE	235.90
HOME DEPOT CREDIT SERVICES	OCT GROUT/VERSABOND WEST LIQUO	113.09
HOME DEPOT CREDIT SERVICES	OCT MISC FOR WEST LIQUOR STORE	206.66
INTEGRITY EMPLOYEE BENEFITS	OCT ADMIN FEE-BENEFITS CONNECT	95.24
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/FREIGHT	279.20
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/LIQUOR	10,143.86
JOHNSON BROTHERS LIQUOR CO	NOVEMBER/WINE	7,264.98
JOHNSON BROTHERS LIQUOR CO	OCTOBER/FREIGHT	773.61
JOHNSON BROTHERS LIQUOR CO	OCTOBER/LIQUOR	19,739.41
JOHNSON BROTHERS LIQUOR CO	OCTOBER/MIX	336.30
JOHNSON BROTHERS LIQUOR CO	OCTOBER/WINE	13,258.18
JUNKYARD BREWING COMPANY LLC	OCTOBER/BEER	557.00
LEIGHTON BROADCASTING	SEPTEMBER FALL TASTING EVENT	2,500.00
MAVERICK WINE LLC	OCTOBER/FREIGHT	35.00

Liquor Store

MAVERICK WINE LLC	OCTOBER/LIQUOR	1,722.00
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	83.54
OUTSTATE BREWING COMPANY	NOVEMBER/BEER	422.00
OUTSTATE BREWING COMPANY	OCTOBER/BEER	2,701.00
PAUSTIS WINE COMPANY	OCTOBER/FREIGHT	37.80
PAUSTIS WINE COMPANY	OCTOBER/WINE	2,069.50
PHILLIPS WINE & SPIRITS CO	NOVEMBER/FREIGHT	193.46
PHILLIPS WINE & SPIRITS CO	NOVEMBER/LIQUOR	3,921.75
PHILLIPS WINE & SPIRITS CO	NOVEMBER/MIX	80.00
PHILLIPS WINE & SPIRITS CO	NOVEMBER/WINE	4,932.78
PHILLIPS WINE & SPIRITS CO	OCTOBER/FREIGHT	291.69
PHILLIPS WINE & SPIRITS CO	OCTOBER/LIQUOR	23,257.08
PHILLIPS WINE & SPIRITS CO	OCTOBER/MIX	98.00
PHILLIPS WINE & SPIRITS CO	OCTOBER/WINE	2,502.20
PUBLIC UTILITIES DEPARTMENT	OCTOBER PUBLIC UTILITIES	728.30
ROLLING FORKS VINEYARDS LLC	OCTOBER/WINE	1,405.68
SHI INTERNATIONAL CORP	BACKUP NETWORK SWITCH	377.98
SOUTHERN GLAZER'S OF MN	NOVEMBER/FREIGHT	279.19
SOUTHERN GLAZER'S OF MN	NOVEMBER/LIQUOR	14,448.44
SOUTHERN GLAZER'S OF MN	NOVEMBER/MIX	52.00
SOUTHERN GLAZER'S OF MN	NOVEMBER/WINE	3,717.37
SOUTHERN GLAZER'S OF MN	OCTOBER/FREIGHT	259.62
SOUTHERN GLAZER'S OF MN	OCTOBER/LIQUOR	8,029.64
SOUTHERN GLAZER'S OF MN	OCTOBER/MIX	78.00
SOUTHERN GLAZER'S OF MN	OCTOBER/WINE	2,320.00
TOTAL REGISTER SYSTEMS	FTP MONTHLY SERVICE	32.36
VERIZON WIRELESS	OCTOBER CELL PHONE EXPENSE	128.16
VINOCOPIA INC	NOVEMBER/FREIGHT	7.50
VINOCOPIA INC	NOVEMBER/WINE	128.00
VINOCOPIA INC	OCTOBER/FREIGHT	20.00
VINOCOPIA INC	OCTOBER/MIX	120.00
VINOCOPIA INC	OCTOBER/WINE	430.84
	F U N D T O T A L	306,381.71

Refuse Disposal

ALBANY RECYCLING CENTER INC	OCT MISC ELECTRONIC RECYCLING	2,196.48
BANKCARD CENTER	SEPT SMARTQ CARD READER	49.44
EQUIPMENT FUND	NOVEMBER EQUIPMENT RENT	41,457.00

Refuse Disposal

GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	.96
INTEGRITY EMPLOYEE BENEFITS	OCT ADMIN FEE-BENEFITS CONNECT	95.25
LEAGUE OF MN CITIES INS TRUST	SEPTEMBER/INDEMNITY-236236	1,000.00
LOCATORS & SUPPLIES INC	OCT CUT/PUNCTURE RESISTANT GLO	69.98
LOCATORS & SUPPLIES INC	OCT OPEN CUFF GLOVES	53.97
MARCO TECHNOLOGIES LLC	REDISTRIBUTE COPIER OVERAGE	83.32-
MARCO TECHNOLOGIES LLC	REDISTRIBUTE 5 MOS COPIER RENT	50.70
MARCO TECHNOLOGIES LLC	09/27-10/27/22 COPIER RENT	94.95
MARCO TECHNOLOGIES LLC	09/27-10/27/22 COPIER RNT	89.63
METRO SALES, INC	09/18-10/17/2022 COPIER RENT	16.56
METRO SALES, INC	09/18-10/17/2022 COPIER USAGE	13.91
MIDWEST PRINTING COMPANY	OCT DOOR HANGERS REFUSE	145.00
MIDWEST PRINTING COMPANY	OCT GREEN RECYCLING LABELS	42.50
NYCKLEMOE & ELLIG, P.A.	JULY-NOV MONITOR WELL EASEMENT	737.75
OTTER TAIL COUNTY TREASURER	SEPTEMBER TIPPING FEES	100,417.59
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	25.41
PUBLIC UTILITIES DEPARTMENT	OCTOBER PUBLIC UTILITIES	2,527.85
VERIZON WIRELESS	OCTOBER CELL PHONE EXPENSE	25.96
	F U N D T O T A L	149,027.57

Sewage Treatment

ARC DOCUMENT SOLUTIONS LLC	OCT TX-4100 SCANNER & STACKER	3,150.00
AQUAFIX INC	OCT FREIGHT	398.23
AQUAFIX INC	OCT QWIK-ZYME L, SMARTBOD	4,657.50
AQUAFIX INC	OCT TESTING SERVICE	550.00
BANKCARD CENTER	AUG SILICONE	14.98
BANKCARD CENTER	AUG U BOLT	2.79
BANKCARD CENTER	SEPT DAMPER ACTUATOR W/SPRING	281.92
BANKCARD CENTER	SEPT SHIPPING	230.42
CORE & MAIN LP	OCT STOCK SEWER PARTS ORDER	1,735.92
COSSETTE ELECTRIC LLC	OCT CHANGE RECEPTACLE AT MN MO	109.26
COSSETTE ELECTRIC LLC	OCT REPAIR TWO RIVERS LIFT STA	89.00
COSSETTE ELECTRIC LLC	OCT REPLACE SAFETY RELAY FOR	1,477.16
EQUIPMENT FUND	NOVEMBER EQUIPMENT RENT	11,976.08
FASTENAL COMPANY	OCT CREDIT T-ROD WTP FER142120	103.77-
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	15.57
GOODIN COMPANY	OCT PEBBLE SHORES LIFT STATION	62.79
GOPHER STATE ONE CALL	OCT BILLABLE TICKETS	63.90

Sewage Treatment

GRAINGER INC	OCT DRUM CAP, DRUM TAPS	244.16
GRAINGER INC	OCT DRUM TAP POLY CREDIT	39.86-
GRAINGER INC	OCT EPOXY ADHESIVE SYRINGE	22.92
GRAINGER INC	OCT FUSE, CLASS RK5 15A	179.10
GREAT PLAINS NATURAL GAS CO	OCTOBER NATURAL GAS EXPENSE	1,223.37
HAWKINS INC	OCT ALUMINUM SULFATE LIQUID	6,445.86
HAWKINS INC	OCT CHLORINE, SULF. DIOX CYLIND.	40.00
INTEGRITY EMPLOYEE BENEFITS	OCT ADMIN FEE-BENEFITS CONNECT	95.25
KURITA AMERICA INC	OCT 5 GAL PAIL KURIFLOC	961.45
MATTHEW LEMKE	APR-SEPT REIMB. EOS LANDLINE	89.94
MARCO TECHNOLOGIES LLC	REDISTRIBUTE COPIER OVERAGE	83.33-
MARCO TECHNOLOGIES LLC	REDISTRIBUTE 5 MOS COPIER RENT	50.80
MARCO TECHNOLOGIES LLC	09/27-10/27/22 COPIER RENT	94.95
MARCO TECHNOLOGIES LLC	09/27-10/27/22 COPIER RNT	89.63
MCMASTER-CARR SUPPLY CO	OCT S/S THREADED ROD/NUTS FOR	81.39
METRO SALES, INC	09/18-10/17/2022 COPIER RENT	16.56
METRO SALES, INC	09/18-10/17/2022 COPIER USAGE	13.91
MN VALLEY TESTING LABS INC	OCT SLUDGE ANALYSIS	413.76
MN VALLEY TESTING LABS INC	OCT TESTING	169.95
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	25.41
PUBLIC UTILITIES DEPARTMENT	OCTOBER PUBLIC UTILITIES	2,827.61
RMB ENVIRONMENTAL LABORATORIES	OCT ANALYSIS	916.93
SPEE*DEE DELIVERY SERVICE INC	OCT STANDARD SHIPPING	94.18
USA BLUEBOOK	OCT HACH NITROGEN AMMONIA	185.43
VERIZON WIRELESS	OCTOBER CELL PHONE EXPENSE	117.36
	F U N D T O T A L	38,988.48

Water

ARC DOCUMENT SOLUTIONS LLC	OCT TX-4100 SCANNER & STACKER	3,150.00
ADMINISTRATOR'S CONTINGENCY FD	OCTOBER UTILITIES REFUND	119.39
ANYTIME PLUMBING LLC	OCT 517 W VERNON NEW VALVE	210.00
BANKCARD CENTER	AUGUST PHONE CHARGER CABLE	12.99
BANKCARD CENTER	MNGFOA ANNUAL CONFERENCE	230.00
BANKCARD CENTER	SEPT AC ADAPTER CHARGER	42.87
BANKCARD CENTER	SEPT PHONE CASE, SCREEN PROTECT	63.84
BANKCARD CENTER	SEPTEMBER CYBER POWER STANDBY	54.00
BURR INC	DIRECTIONAL DRILL 517 W VERNON	2,325.00
CORE & MAIN LP	OCT 1" COPPER/4X1CC TAP SADDLE	995.27

Water

CORE & MAIN LP	SEP COUPLING STOCK ORDER TRAVI	509.87
CORE & MAIN LP	SEP CREDIT RETURNED WATER PART	3,555.64-
CORE & MAIN LP	SEP STOCK HYDRANT PARTS	688.39
COSSETTE ELECTRIC LLC	OCT REPLACE RECEPTACLE AT HWY	142.93
EQUIPMENT FUND	NOVEMBER EQUIPMENT RENT	4,575.25
FERGUSON WATERWORKS #1657	OCT CREDIT METER COUPLERS	125.04-
FERGUSON WATERWORKS #1657	OCT CREDIT 3/4" METERS	782.32-
FERGUSON WATERWORKS #1657	OCT FRICTION RNG/GASKETS TRAVIS	6.96
FERGUSON WATERWORKS #1657	OCT HYD BREAK AWAY KITS TRAVIS	1,931.40
FERGUSON WATERWORKS #1657	OCT METER COUPLINGS (SPUDS)	103.90
FERGUSON WATERWORKS #1657	OCT METER FLANG KITS (TRAVIS)	532.52
FERGUSON WATERWORKS #1657	OCT PACER TRAFFIC REPAIR KIT	900.36
FERGUSON WATERWORKS #1657	OCT 1.5" MACH10 R900I USG METE	917.93
FERGUSON WATERWORKS #1657	OCT 1" CTSX3/4" MTR ANGLE VALV	738.66
FERGUSON WATERWORKS #1657	OCT 1" T10 METER R900I	501.56
FERGUSON WATERWORKS #1657	OCT 1"X1.25 METER COUPLING	125.04
FERGUSON WATERWORKS #1657	OCT 3" HYD METER USG W/NST COU	1,497.99
FERGUSON WATERWORKS #1657	OCT 5/8X3/4" T10 METERS TRAVIS	6,819.12
GENERAL FUND	OCTOBER COPIER USE	45.46
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	14.95
GENERAL FUND	OCTOBER POSTAGE USE	270.89
GOPHER STATE ONE CALL	OCT BILLABLE TICKETS	63.90
GRAYMONT (WI) LLC	OCT FUEL SURCHARGE, TRANSPORT	205.60
GRAYMONT (WI) LLC	OCT HIGH CALCIUM QUICKLIME	6,954.43
GREAT PLAINS NATURAL GAS CO	OCTOBER NATURAL GAS EXPENSE	1,121.33
HAWKINS INC	OCT CHLORINE	1,488.00
HAWKINS INC	OCT CHLORINE/AMMONIA CYLINDERS	30.00
HAWKINS INC	OCT FUEL SURCHARGE/FREIGHT	19.00
HAWKINS INC	SEPT AMMONIA ANHYDROUS	697.20
HAWKINS INC	SEPT FERRIC SULFATE	1,612.83
HAWKINS INC	SEPT FREIGHT/FUEL SURCHARGE	41.50
INTEGRITY EMPLOYEE BENEFITS	OCT ADMIN FEE-BENEFITS CONNECT	95.26
KOTZER EXCAVATING INC	JUNE EXCAVATION SERVICES	1,215.00
AARON & NICOLE LEININGER	LESS DEPOSIT	260.00
AARON & NICOLE LEININGER	WATER 1,970 GAL @ \$3.63/1,000	7.16-
AARON & NICOLE LEININGER	1" TEMP METER RENT	197.97-
MARCO TECHNOLOGIES LLC	REDISTRIBUTE COPIER OVERAGE	82.96-
MARCO TECHNOLOGIES LLC	REDISTRIBUTE 5 MOS COPIER RENT	182.30
MARCO TECHNOLOGIES LLC	09/27-10/27/22 COPIER RENT	148.99
MARCO TECHNOLOGIES LLC	09/27-10/27/22 COPIER RNT	89.63
METRO SALES, INC	09/18-10/17/2022 COPIER RENT	16.55
METRO SALES, INC	09/18-10/17/2022 COPIER USAGE	13.91
MIDWEST PRINTING COMPANY	OCT 55,220 BILLING ENVELOPES	3,450.00

Water

OTTER TAIL TELCOM	NOV. TELEPHONE LINES	25.41
U.S. POSTMASTER	2023 1ST CLASS PRESORT #292	275.00
PUBLIC UTILITIES DEPARTMENT	OCTOBER PUBLIC UTILITIES	170.83
RMB ENVIRONMENTAL LABORATORIES	OCT 2ND HALF BACT.MONITORING	136.13
STACY B STOCK	LESS \$60.00 DEPOSIT	60.00
STACY B STOCK	TEMP 1" METER RENT	45.67-
STACY B STOCK	6,848.84 GAL WATER	6.85-
STRUCTURAL MATERIALS INC	NOV MISC CONCRETE SUPPLIES	227.72
VERIZON WIRELESS	OCTOBER CELL PHONE EXPENSE	161.21
	F U N D T O T A L	41,484.66

Storm Water

EQUIPMENT FUND	NOVEMBER EQUIPMENT RENT	10,908.75
GOPHER STATE ONE CALL	OCT BILLABLE TICKETS	63.90
MOORE ENGINEERING INC	OCT MS4 AUDIT ASST.	3,496.25
VERIZON WIRELESS	OCTOBER CELL PHONE EXPENSE	35.01
	F U N D T O T A L	14,503.91

Equipment

AMERICAN WELDING & GAS, INC	OCT COWHIDE WELDING GLOVE	19.57
AMERICAN WELDING & GAS, INC	OCT CUTTING WHEEL (FAB SHOP)	35.94
AMERICAN WELDING & GAS, INC	OCT WELDING FEED WIRE .035	197.56
ASHBY EQUITY ASSOCIATION	OCT ISO 32/HOWES WINTER TREAT	2,770.90
ASHBY EQUITY ASSOCIATION	OCT 15W40 OIL/0W20 MOTOR OIL	2,125.10
AUTO VALUE - FERGUS FALLS	OCT AIR FILTER UNIT 214	50.51
AUTO VALUE - FERGUS FALLS	OCT AIR FILTER UNIT 483	52.69
AUTO VALUE - FERGUS FALLS	OCT BATTERY/TERMINAL CLEANER	17.98
AUTO VALUE - FERGUS FALLS	OCT CAB AIR FILTER U-214	17.68
AUTO VALUE - FERGUS FALLS	OCT CAB AIR FILTER U-216	24.94
AUTO VALUE - FERGUS FALLS	OCT CLEARANCE LIGHT U-803	3.49
AUTO VALUE - FERGUS FALLS	OCT CREDIT RETURNED BELTS	87.96-
AUTO VALUE - FERGUS FALLS	OCT CREDIT TRAILER PLUG U-252	21.99-
AUTO VALUE - FERGUS FALLS	OCT GATES V-BELT	21.99

Equipment

AUTO VALUE - FERGUS FALLS	OCT GRAY PRIMER (SHOP)	15.98
AUTO VALUE - FERGUS FALLS	OCT HEAD LAMP BULB UNIT 241	5.99
AUTO VALUE - FERGUS FALLS	OCT HEADLIGHT BULB HARNESS 242	2.49
AUTO VALUE - FERGUS FALLS	OCT HYDRAULIC FILTER (STK)	53.34
AUTO VALUE - FERGUS FALLS	OCT J-B WELD (SHOP)	7.99
AUTO VALUE - FERGUS FALLS	OCT LIGHT BULB UNIT 214	5.99
AUTO VALUE - FERGUS FALLS	OCT M TYPE FUSES U-52	29.96
AUTO VALUE - FERGUS FALLS	OCT MARKER LIGHT LENS U-214	10.58
AUTO VALUE - FERGUS FALLS	OCT MICRO FUSE ATR-30	2.99
AUTO VALUE - FERGUS FALLS	OCT MINI LIGHT BULB (SHOP)	1.89
AUTO VALUE - FERGUS FALLS	OCT OIL FILTER UNIT 59	8.82
AUTO VALUE - FERGUS FALLS	OCT PERMATEX BLACK SILICONE	15.99
AUTO VALUE - FERGUS FALLS	OCT PERMATEX RTV (SHOP)	19.00
AUTO VALUE - FERGUS FALLS	OCT PINION SEAL UNIT 44	16.99
AUTO VALUE - FERGUS FALLS	OCT RAIN CAP UNIT 483	20.99
AUTO VALUE - FERGUS FALLS	OCT SNOWDRIVER WIPER BLADES	41.97
AUTO VALUE - FERGUS FALLS	OCT SPRINGS/ARMORALL PARK DEPT	8.98
AUTO VALUE - FERGUS FALLS	OCT STOCK ATR-30/ATR-20 FUSES	12.98
AUTO VALUE - FERGUS FALLS	OCT STOCK FILTERS AT PARK DEPT	66.49
AUTO VALUE - FERGUS FALLS	OCT STOCK OIL FILTER	12.85
AUTO VALUE - FERGUS FALLS	OCT STOCK PARTS ORDER	121.05
AUTO VALUE - FERGUS FALLS	OCT STOP/TAIL LIGHT U-803	27.98
AUTO VALUE - FERGUS FALLS	OCT T-CONNECTOR UNIT 252	39.99
AUTO VALUE - FERGUS FALLS	OCT TAIL LIGHTS/BRACKETS U1173	52.16
AUTO VALUE - FERGUS FALLS	OCT TRAILER CONNECTOR U-252	21.99
AUTO VALUE - FERGUS FALLS	OCT WINTER WIPER BLADES	23.98
AUTO VALUE - FERGUS FALLS	OCT 1/4' FPT SOCKET (SHOP)	10.99
AUTO VALUE - FERGUS FALLS	OCT 1/4" FPT SOCKET (SHOP)	10.99
AUTO VALUE - FERGUS FALLS	OCT 19" WINTER WIPER BLADE	10.99
AUTO VALUE - FERGUS FALLS	OCT 22" WINTER WIPER BLADES	41.97
BANKCARD CENTER	AUGUST EQUIPMENT PARTS	72.86
BANKCARD CENTER	AUGUST LED LIGHT STRIP UNIT 16	19.98
BANKCARD CENTER	AUGUST PIPE FITTING	.98
BANKCARD CENTER	AUGUST TIRE LUBE	7.98
BANKCARD CENTER	AUGUST 2"X9" HITCH RECEIVER	35.74
BANKCARD CENTER	AUGUST 25' TAPE, PIPE FITTING	21.99
BANKCARD CENTER	SEPT DE-SOLDERING KIT	12.99
BANKCARD CENTER	SEPT OIL SEAL UNIT 291	76.79
BANKCARD CENTER	SEPT PRESSURE WASHER	14.48
BANKCARD CENTER	SEPT TRAVEL-FUEL	47.86
BANKCARD CENTER	SEPT 1/2"X7/8" WATERSEAL PDM	81.76
BANKCARD CENTER	SEPT 40 LBS ST	62.10
BANKCARD CENTER	SEPT 46 LBS ST	85.69

Equipment

BANKCARD CENTER	2082 GAS AT TRAINING	42.00
COMMISSIONER OF REVENUE	SPECIAL FUEL TAX RENEWAL	25.00
EQUIPMENT FUND	NOVEMBER EQUIPMENT RENT	1,089.27
EQUIPMENT FUND	REC NOVEMBER EQUIPMENT RENT	180,837.67-
FARGO FREIGHTLINER	OCT CONTROL VALVE/WIND SWITCH	245.47
FARGO FREIGHTLINER	OCT CREDIT DOSER PUMP RETURNED	1,480.01-
FARGO FREIGHTLINER	OCT CREDIT ON RETURNED SWITCH	42.61-
FARGO FREIGHTLINER	OCT DEF HEADER UNIT 226	710.03
FARGO FREIGHTLINER	OCT DEF HEADER/VALVE U-225	775.80
FARGO FREIGHTLINER	OCT MARKER LAMP (STOCK)	95.28
FARGO FREIGHTLINER	OCT SILVER STEP UNIT 226	300.86
FASTENAL COMPANY	OCT M16 BOLTS UNIT 280	21.99
FASTENAL COMPANY	OCT 3/4"-10 SS NUTS	21.89
FORCE AMERICA	OCT PRESSURE SWITCH U-215	92.89
DAN GAINES	2022 SAFETY GLASSES REIMBURSE	85.00
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	16.11
NAPA AUTO PARTS - FERGUS FALLS	OCT FLOOR DRY (SHOP)	95.92
NAPA AUTO PARTS - FERGUS FALLS	OCT OIL PAN GASKET UNIT 7	31.69
NAPA AUTO PARTS - FERGUS FALLS	OCT 2.5" RADIATOR HOSE	98.91
GOODIN COMPANY	OCT MALE CONNECTOR-P. WASHER	45.60
GOODIN COMPANY	OCT PRESS WASHER PLUMBING PART	109.84
GOODIN COMPANY	OCT WELDING SHOP EXHAUST PART	61.78
GREAT PLAINS NATURAL GAS CO	OCTOBER NATURAL GAS EXPENSE	714.30
GROWMARK INC	OCT ISO 32 55 GAL DRUM	2,406.25
GROWMARK INC	OCT UNITED UNIVERSAL TRANSDRAU	695.75
HALVORSON AUTOBODY	OCT RF FENDER REPLACEMENT U-53	1,847.39
HOME DEPOT CREDIT SERVICES	OCT ANALOG GAUGE/1" PADS	41.98
HOME DEPOT CREDIT SERVICES	OCT FOAM TAPE (FAB SHOP)	9.47
HOME DEPOT CREDIT SERVICES	OCT N95 MASKS (SHOP)	26.47
HOME DEPOT CREDIT SERVICES	OCT PARTS FOR PRESS WASHER PRO	35.48
HOME DEPOT CREDIT SERVICES	OCT SPLICE CONNECTORS/STRAPS	16.44
INTERSTATE BATTERY SYSTEM	OCT MTP-48 BATTERY (STOCK)	139.95
JORGENSONS TOOLS LLC	OCT RAD REFILL SYSTEM/FILTER C	486.98
KNUTSON ELECTRIC REBUILDING	OCT REPAIR MOTOR FROM TRANSFER	72.00
LAWSON PRODUCTS INC	OCT DYNASOLVE/OC-100 CLEANER	228.18
LITTLE FALLS MACHINE INC.	OCT WING POST EAR U-294/299	58.66
LITTLE FALLS MACHINE INC.	OCT WING POST REPAIR PARTS UNI	514.18
MTI DISTRIBUTING INC	OCT RAHM GROOMER LIFT ARMS	369.67
MARCO TECHNOLOGIES LLC	REDISTRIBUTE COPIER OVERAGE	2.40-
MARCO TECHNOLOGIES LLC	REDISTRIBUTE 5 MOS COPIER RENT	9.40
MARCO TECHNOLOGIES LLC	09/27-10/27/22 COPIER RENT	75.44
MCMASTER-CARR SUPPLY CO	OCT BRINE TANK FITTINGS	149.42
MCMASTER-CARR SUPPLY CO	OCT CAM LOCK COUPLING U-265	18.60

Equipment

NARDINI FIRE EQUIPMENT CO INC	OCT INSPECTION ALARM SYSTEM	446.00
NELSON COLLISION CENTER	2092 REPAIRS/22032099	6,295.97
NELSON INTERNATIONAL	OCT BRAKE DRUMS UNIT 265	624.84
NELSON INTERNATIONAL	OCT HEADLIGHT SWITCH U-240	62.52
NELSON INTERNATIONAL	OCT RH MIRROR GLASS UNIT 241	140.34
NELSON INTERNATIONAL	OCT SEC AIR GAUGE UNIT 240	206.06
OLYMPIC SALES INC	OCT ARM REST UNIT 226	68.93
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	57.17
PAUL'S SMALL ENGINE LLC	OCT TORO 821R-C SNOW BLOWERS	1,279.98
POLICE DEPT CONTINGENCY FUND	TABS 2095, 2080, 2076, 2073	85.50
POLICE DEPT CONTINGENCY FUND	2073 NEW PLATE FEE	15.50
POLICE DEPT CONTINGENCY FUND	2081 NEW PLATE FEE	15.50
POLICE DEPT PETTY CASH	CITY HALL CAMRY GAS	37.22
PUBLIC UTILITIES DEPARTMENT	OCTOBER PUBLIC UTILITIES	648.71
ROYAL TIRE INC	OCT BD BDM CAP ONLY 11R22.5	552.86
ROYAL TIRE INC	OCT BD BHG CAP 315/80R22.5	467.92
ROYAL TIRE INC	OCT COUNTERACT BALANCING BEADS	339.80
ROYAL TIRE INC	OCT RECON WHEELS PRIME/PAINT	539.00
ROYAL TIRE INC	OCT STOCK TIRE ORDER	578.62
SANITATION PRODUCTS INC	OCT ARM CYLINDER UNIT 225	3,045.53
SANITATION PRODUCTS INC	OCT CREDIT RETURNED SWITCH	104.77-
SWANSTON EQUIPMENT CO	OCT REPAIR MACHINE THROWING	5,733.65
SWANSTON EQUIPMENT CO	SEP CREDIT DIRT SHOES P78227	2,242.23-
SWANSTON EQUIPMENT CO	SEP CREDIT VALVE INV P79104	118.86-
SWANSTON EQUIPMENT CO	SEP HANDLE UNIT 481	167.57
UNLIMITED AUTOGLASS LLC	OCT REPLACE WINDSHIELD U-283	379.30
VERIZON WIRELESS	OCTOBER CELL PHONE EXPENSE	82.30
WALLWORK TRUCK CENTER F.F.	OCT BRAKE SHOE CORE CREDIT	79.20-
WALLWORK TRUCK CENTER F.F.	OCT COMP LIGHT UNIT 3013	50.00
WALLWORK TRUCK CENTER F.F.	OCT CONNECTION GASKET U-226	11.40
WALLWORK TRUCK CENTER F.F.	OCT CONNECTION GASKETS (STOCK)	18.69
WALLWORK TRUCK CENTER F.F.	OCT LED LIGHT BAR (STOCK)	62.52
WALLWORK TRUCK CENTER F.F.	OCT RAD HOSE UNIT 214	67.71
WALLWORK TRUCK CENTER F.F.	OCT SHOCK ABSORBER UNIT 225	151.42
WALLWORK TRUCK CENTER F.F.	OCT STOCK BRAKE DRUMS	333.90
WALLWORK TRUCK CENTER F.F.	OCT T24 BRAKE CHAMBER U-242	35.17
WALLWORK TRUCK CENTER F.F.	SEP CREDIT RETURNED SLACK ADJ	97.14-
WALLWORK TRUCK CENTER F.F.	SEP HUB CAP PLUG (STOCK)	27.42
ZIEGLER INC.	OCT ROUTER TEETH U-424	46.30
ZIEGLER INC.	OCT WASHER PUMP UNIT 296	32.86
	F U N D T O T A L	143,921.42-

Employees Insurance

LAKES COUNTRY SVC COOP	NOVEMBER 22 HEALTH INS	167,169.06
SUN LIFE FINANCIAL	NOVEMBER LIFE INSURANCE	2,995.55
	F U N D T O T A L	170,164.61

Flexible Benefit Agency

MII LIFE INCORPORATED	2022 FLEX PLAN REIMB	1,226.49
	F U N D T O T A L	1,226.49

PEG Access

BANKCARD CENTER	990 ONLINE FILING FEE	41.00
	F U N D T O T A L	41.00

Fergus Falls Convention and Visitor's Bureau, Inc.

BANKCARD CENTER	SEPT FLOWERS FOR FUNERAL	64.72
BANKCARD CENTER	SEPT TRANSFER BYWAY TRADEMARK	70.00
BANKCARD CENTER	SEPTEMBER ZOOM.US	16.16
BANKCARD CENTER	990 ONLINE FILING FEE	41.00
GENERAL FUND	OCTOBER LONG DISTANCE CHARGES	4.64
GENERAL FUND	OCTOBER POSTAGE USE	53.28
OTTER TAIL TELCOM	NOV. TELEPHONE LINES	19.06
	F U N D T O T A L	268.86

T O T A L A L L F U N D S	3,785,570.84
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11/07/2022

R E S O L U T I O N R E C O R D

BE IT FURTHER RESOLVED, THAT THE CITY ADMINISTRATOR BE, AND HE HEREBY IS AUTHORIZED AND DIRECTED TO DRAW WARRANTS FOR THE ABOVE CLAIMS FROM THE RESPECTIVE FUNDS AS HEREIN INDICATED, AND THAT THE MAYOR AND CITY ADMINISTRATOR BE, AND THEY HEREBY ARE, AUTHORIZED TO EXECUTE AND DELIVER SUCH WARRANTS.

THE ABOVE AND FOREGOING RESOLUTION WAS OFFERED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 07 DAY OF NOVEMBER BY ALDERMAN WHO MOVED ITS ADOPTION, WAS SECONDED BY ALDERMAN AND ADOPTED BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

WHEREUPON THE ABOVE RESOLUTION WAS DULY DECLARED ADOPTED.

ATTEST:

APPROVED:

CITY ADMINISTRATOR

MAYOR

11/07/2022

R E S O L U T I O N R E C O R D

COMMISSIONER OF REVENUE	25.00
4M FUND	59.22
MN DEPT OF TRANSPORTATION	7,556.20
OTTER TAIL COUNTY HIGHWAY DEPT	5.10
OTTER TAIL COUNTY TREASURER	174,166.87
A-1 LOCK & KEY LLC	51.76
ARC DOCUMENT SOLUTIONS LLC	13,422.20
ADMINISTRATOR'S CONTINGENCY FD	442.59
ALBANY RECYCLING CENTER INC	2,196.48
ALCOHOL & GAMBLING ENFORCEMENT	40.00
THE AMERICAN BOTTLING COMPANY	567.03
AMERICAN LEGAL PUBLISHING CORP	3,185.30
ARAMARK	597.78
AMERICAN WELDING & GAS, INC	253.07
SEAN ANDERSON	405.46
ANYTIME PLUMBING LLC	210.00
AQUAFIX INC	5,605.73
ARCTIC GLACIER USA INC	229.18
ARENA WAREHOUSE LLC	911.25
ARTISAN BEER COMPANY	4,325.45
ASHBY EQUITY ASSOCIATION	4,896.00
ASPEN MILLS INC	121.88
AUTO VALUE - FERGUS FALLS	1,366.61
AVESIS THIRD PARTY ADMIN INC	30.14
BAKER & TAYLOR INC	5,077.86
BAKER TILLY MUNICIPAL	19,812.50
BANKCARD CENTER	15,512.25
BDT MECHANICAL LLC	2,188.50
BELLBOY CORPORATION	15,151.22
BEVERAGE WHOLESALERS INC	53,515.80
BEYER BODY SHOP, INC.	100.00
BIG AXX LLC	124.00
BLACKSTONE PUBLISHING	2,448.19
BOLTON & MENK INC	80,733.61
BRAUN VENDING INC	16.00
BREAKTHRU BEVERAGE MINNESOTA	28,051.42
BURR INC	2,325.00
JOEL CARLSON INC.	2,285.00
CAYAN	15,053.72
CENTRAL SPECIALTIES, INC.	228,561.46
CHARTER COMMUNICATIONS	312.93
VIKING COCA-COLA BOTTLING CO	1,595.50
COLE PAPERS INC	427.59
COMMERCIAL REFRIGERATION SYS	1,175.00
COMSTOCK CONSTRUCTION INC	41,015.58
COOPERS TECHNOLOGY GROUP	143.77
COPPER TRAIL BREWING CO	375.12

11/07/2022

R E S O L U T I O N R E C O R D

CORE & MAIN LP	373.81
COSSETTE ELECTRIC LLC	1,818.35
D-S BEVERAGES, INC.	55,690.12
DACOTAH PAPER CO	2,886.42
DAILY JOURNAL	375.38
DAKOTA SUPPLY GROUP	6,100.00
DEMCO EDUCATIONAL CORP	233.28
TOM DRECHSEL	125.00
ECOLAB INC	272.18
EXCEPTIONAL OUTDOOR SERVICES	950.00
FARGO FREIGHTLINER	604.82
FASTENAL COMPANY	1,037.61
FERGUS BREWING COMPANY LLC	474.00
FERGUS HOME & HARDWARE	1,626.93
FERGUSON WATERWORKS #1657	13,168.08
FORCE AMERICA	92.89
DAN GAINES	85.00
GALLS LLC	1,135.79
THOMAS GARDING	525.00
NAPA AUTO PARTS - FERGUS FALLS	226.52
GOODIN COMPANY	99.14
GOPHER STATE ONE CALL	191.70
GRAINGER INC	406.32
GRAYMONT (WI) LLC	7,160.03
GREAT PLAINS NATURAL GAS CO	5,835.95
GREATER FERGUS FALLS CORP	12,500.00
GROWMARK INC	3,102.00
GUARDIAN	4,128.07
GOODPOINTE TECHNOLOGY INC	5,614.60
HALVORSON AUTOBODY	1,847.39
HAWKINS INC	10,374.39
HILDI INC USI	1,100.00
HOLCIM-MWR INC	3,766.01
HOME DEPOT CREDIT SERVICES	1,440.61
INNOVATIVE OFFICE SOLUTIONS	181.47
INTEGRITY EMPLOYEE BENEFITS	381.00
INTERSTATE BATTERY SYSTEM	139.95
INTERSTATE ENGINEERING INC.	11,486.72
JOHNSON BROTHERS LIQUOR CO	51,795.54
JOHNSON CONTROLS INC	498.36
JORGENSONS TOOLS LLC	486.98
JUNKYARD BREWING COMPANY LLC	557.00
KIRBYBUILT SALES	7,190.68
KNUTSON ELECTRIC REBUILDING	264.50
KNUTSON LAWN SERVICE	130.00
KOTZER EXCAVATING INC	1,215.00
KURITA AMERICA INC	961.45

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R E S O L U T I O N R E C O R D

LAKE REGION HEALTHCARE CORP	167.50
LAKES COUNTRY SVC COOP	167,169.06
LAWSON PRODUCTS INC	228.18
LEAGUE OF MINNESOTA CITIES	13,744.00
LEAGUE OF MN CITIES INS TRUST	1,000.00
LEIGHTON BROADCASTING	2,500.00
AARON & NICOLE LEININGER	39.73
LEITCH EXCAVATING INC	1,350.00
MATTHEW LEMKE	89.94
LITTLE FALLS MACHINE INC.	572.84
LOCATORS & SUPPLIES INC	333.81
VICTOR LUNDEEN COMPANY	166.77
MII LIFE INCORPORATED	1,226.49
M-R SIGN COMPANY INC	215.54
MTI DISTRIBUTING INC	369.67
MARCO TECHNOLOGIES LLC	1,982.85
MAVERICK WINE LLC	1,757.00
MCMASTER-CARR SUPPLY CO	249.41
MEDTOX LABORATORIES INC	133.60
METRO SALES, INC	271.97
MIDWEST PRINTING COMPANY	3,637.50
EMILY MILLARD	272.24
MN VALLEY TESTING LABS INC	583.71
MINNKOTA ENVIROSERVICES INC	35.00
MOORE ENGINEERING INC	12,095.00
RYAN MUCHOW	275.26
NARDINI FIRE EQUIPMENT CO INC	951.00
NATURES GARDEN WORLD	244.99
NELSON COLLISION CENTER	6,295.97
NELSON INTERNATIONAL	1,033.76
ROBERT H NORDICK	10,836.70
NYCKLEMOE & ELLIG, P.A.	7,779.42
OLYMPIC SALES INC	68.93
OTIS ELEVATOR COMPANY	125.00
OTTERTAIL GLASS COMPANY	269.69
OTTER TAIL POWER COMPANY	4,598.49
OTTER TAIL TELCOM	2,909.85
OUTSTATE BREWING COMPANY	3,123.00
PAUSTIS WINE COMPANY	2,107.30
PAUL'S SMALL ENGINE LLC	1,279.98
PEMBERTON LAW, P.L.L.P.	75.00
PHILLIPS WINE & SPIRITS CO	35,276.96
POLICE DEPT CONTINGENCY FUND	425.25
POLICE DEPT PETTY CASH	51.22
POSTAGE BY PHONE	3,000.00
U.S. POSTMASTER	275.00
PUBLIC UTILITIES DEPARTMENT	11,102.84

11/07/2022

R E S O L U T I O N R E C O R D

RMB ENVIRONMENTAL LABORATORIES	1,053.06
R & R READY MIX INC	2,428.00
ROLLING FORKS VINEYARDS LLC	1,405.68
ROYAL TIRE INC	2,478.20
SHI INTERNATIONAL CORP	19,301.31
SANITATION PRODUCTS INC	2,940.76
SKY CREW SERVICES, LLC	8,400.00
SOUTHERN GLAZER'S OF MN	29,184.26
SPEE*DEE DELIVERY SERVICE INC	94.18
STACY B STOCK	3.60
STOPSTICK LTD	495.00
STRUCTURAL MATERIALS INC	2,170.20
SUMMIT COMPANIES	1,417.50
SUN LIFE FINANCIAL	2,995.55
SUNSET LAW ENFORCEMENT LLC	2,840.90
SWANSTON EQUIPMENT CO	3,697.20
TNC INDUSTRIES INC	414.00
TWEETON REFRIGERATION	180.00
TERRACON CONSULTANTS INC	9,300.00
TOTAL REGISTER SYSTEMS	32.36
UGSTAD PLUMBING INC	923.50
UNLIMITED AUTOGLASS LLC	379.30
USABLE LIFE	77.00
USA BLUEBOOK	185.43
VALUE LINE PUBLISHING INC.	4,350.00
VERIZON WIRELESS	3,131.22
VINOCOPIA INC	706.34
WALLWORK TRUCK CENTER F.F.	581.89
WELLS FARGO - INVESTMENTS	2,407,411.06
WIMACTEL INC	132.00
BEN WOLDEN LANDSCAPING	17,156.40
TOTAL OTHER GOVERNMENT	181,812.39
TOTAL OTHER VENDORS	3,603,758.45
TOTAL ALL VENDORS	3,785,570.84